SUMMARY OF CASES ON THE PROPERTY ACTS .. p. 990.
" CASE LAW," BY THE HON. MR. JUSTICE McCARDIE p. 993.

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Current Topics.

Sir Arthur Channell.

THE WHOLE profession, we feel sure, will unite in offering their heartiest congratulations to Sir ARTHUR and Lady CHANNELL on the celebration this week of their golden wedding. Sir ARTHUR is one of the grand old men of the law, and notwithstanding his great age—he is eighty-nine—it can be said of him that his eye is not dim and his natural force is unabated. It is many years since he was at the Bar, but there are many who can recall the force and ingenuity of his arguments on abstruse points of law; and when he deservedly reached the Bench it was felt that the High Court had received in him a veritable pillar of strength. Although for some time his practice had been largely in the sphere of local government, it was remarked how, when in charge of the Commercial Court, he displayed an extraordinarily wide knowledge of all branches of mercantile and shipping law. To him it fell to deliver many notable judgments on questions of commercial law, all marked by that profound knowledge and common sense which he possessed in happy combination. Since he retired from the Bench in 1914 he has not been idle. Very shortly afterwards he acted in the, for him, comparatively humble, position of foreman of the grand jury at the Somerset Assizes, but he also took part on many occasions in the judicial work of the Judicial Committee of the Privy Council, and in 1921, when pressure of business in the High Court called for additional judges to grapple with it, he responded with alacrity and disposed of a considerable number of cases with all his old skill and rapidity. In this and in other ways he has given the country a full return for the pension which, like other ex-judges, he receives.

The Valiant Beggar.

AT THIS season of the year there is much giving and gathering of alms. For the most part they are meritorious or at least harmless, but some are prohibited or at least discountenanced by the law. As an instance of the last-mentioned class, we may mention a case reported in *The Times* of a few days ago, where a party of carol singers were charged with begging and were discharged with a caution, being told that only choirs with a licence were allowed to sing in the streets. The offence of the modern beggar is importunity, that is, the pressing solicitation for alms, and is regulated by the Vagrancy Acts. But in the olden times it was an offence not only to ask for but merely to give alms. In that curious old law book, "Doctor and Student or Dialogues between a Doctor of Divinity and a Student in the Laws of England," the learned author refers to "the Statute of Edw. 3 made the 14th year of his reign whereby it was ordained that no man upon pain of imprisonment should give any alms to any valiant beggar that is well able to labour," and he points out an exception to the statute when the weather is so cold and the apparel so light that the valiant beggar is likely to die by the way. The word "valiant" in the above connexion means well or strong, as indeed its derivation suggests, and used in this sense a valiant beggar may be disentitled to alms though he may still get the dole.

Futile Cross-Examination.

"CROSS-EXAMINATION of a truthful witness is a very foolish proceeding. The more questions you ask, the more the facts stood out." Thus Mr. HAY HALKETT, the Marylebone magistrate. "The bearings of this observation," as Captain BUNSBY would have said, "lays in the application on it." Like most wise *dicta*, it is not meant to be taken as universally true. The skilled advocate has to make up his mind quickly whether he can make anything of the witness or not. The unskilled simply cross-examines every witness painstakingly, regardless of results; which is the reason why so much cross-examination is futile and painful. "I put it to you . . ." met by denial after denial, shows it in its commonest form. But besides the truthful witness who is definitely hostile to the case for the other side there are others. There is, for instance, the witness who is painfully anxious to tell the truth, the whole truth, and nothing but the truth. In his endeavour to be fair he will possibly agree with much that is suggested to him in cross-examination. Handled carefully, he may prove of great value to the other side, but it is easy to overdo the process, until at last the court realises that his admissions are too many and too accommodating to be trustworthy. There is also the best of all types of witness, who is firm in his resolve to say only what is true, and who is quite clear in his mind about the facts. Since it is rarely that all the merits are on one side, such an one may be used, by means of restrained

and discerning cross-examination, to bring out many a perfectly genuine point upon which the case for the other side is based. Equally, the medical or other expert witness may be of assistance when cross-examination elicits facts, or demonstrates the possibility of theories, not necessarily inconsistent with the evidence he has given, but helpful to the opposite view of the case. To regard cross-examination as nothing but a means of disposing of false testimony would be a fundamentally wrong conception of the art.

Motor Car Parking Spaces.

THE PUBLIC HEALTH ACT, 1925, s. 68, empowers a local authority to provide parking places for vehicles, subject to certain safeguards as to notice, hearing of objections, and appeal to a petty sessional court. Borough corporations are clearly entitled to act under that section, but the position is more difficult as regards urban and rural district councils. Parts of the Act are adoptive, but Pt. VIII (which includes the above s. 68) applies automatically to certain districts. Section 4 (2) empowers the Minister of Health, by order, to apply Pt. VIII of the Act to any rural district in the manner laid down by the Public Health Act, 1875, s. 276. Notice of any application to the Minister must be given in a newspaper of the district in two successive weeks. Urban districts, however, are not specifically dealt with, and it is doubtful whether the Act is of general application, as it was deemed necessary, by s. 2, to set out the districts to which it extends. On the other hand, while provisions were being inserted to apply the Act to rural districts, it is inconceivable that similar provisions would have been omitted if it were necessary expressly to include urban districts. The conclusion is that councils of urban districts have the same powers as those of boroughs. The consequences of a parking regulation, with regard to disturbance of privacy, may be much more widespread in a rural district than in a borough. This is especially the case when the regulation is made in pursuance of a scheme of so-called development. When acting on behalf of property owners, it is therefore necessary to see that besides complying with the preliminaries for making the order, the rural district council have previously followed the correct procedure in obtaining an order of the Minister of Health. As Pt. VIII of the Act also includes innocuous provisions for preventing blindness, and prohibiting rag and bone dealers from selling toys, the power to allot parking spaces may be obtained before those interested may be aware of what is afoot. As the appeal to the petty sessional court, however, is subject to the Summary Jurisdiction Act, 1879, there is a further appeal to quarter sessions.

"Children of the Marriage."

THE EXPRESSION "children of the marriage" in s. 5 (*b*) of the Summary Jurisdiction Act, 1895, has received artificial extension both by the Adoption of Children Act, 1926, and by the Legitimacy Act, 1926. Under the former, where two spouses are the adopters, they stand, for the purpose of custody orders, to each other and to the adopted child in the same relation as they would have stood if they had been the lawful father and mother of the adopted child: s. 5 (1). Under the latter Act an illegitimate child, not the product of an adulterous union, whose parents have subsequently married, is rendered legitimate by that marriage: s. 1 (1). A legitimate child is a child of the marriage, and a child rendered legitimate by a subsequent marriage enters the ranks of legitimate children, that is, becomes a child of the marriage. It is true that by s. 3 there are limitations on the property rights of such children, but their personal rights and obligations are the same as any brothers and sisters born legitimate: s. 6. In the event, therefore, of husband or wife seeking orders from justices under the Summary Jurisdiction (Separation and Maintenance) Acts, 1895 to 1925, either an adopted child or a legitimated child may be the subject of a custody provision.

Alteration of Memorandum.

A DECISION OF considerable interest on the construction of s.9 of the Companies (Consolidation) Act, 1908, was given by the Court of Session recently in *Incorporated Glasgow Dental Hospital* v. *Lord Advocate*, 1927, S.C. 400. The section in question enacts that "subject to the provisions of this section, a company may, by special resolution, alter the provisions of its memorandum with respect to the objects of the company, so far as may be required to enable it (*a*) to carry on its business more economically or more efficiently, or (*b*) to attain its main purpose by new or improved means . . ." What is the precise scope of this section? Does it merely allow of the objects clause, strictly so called, being altered, as has sometimes been assumed to be the case? It was contended on behalf of the Board of Trade that this was the true effect of the section, but the Court of Session, declining to restrict the effect of the section in this way, held that it had power to sanction an alteration of the memorandum which was designed for the better attainment of the objects of the hospital. That institution, whose objects as set out in Art. 3 of the memorandum were (1) to provide the poorer classes with gratuitous advice and surgical aid in diseases of the teeth, (2) to provide for dental teaching, (3) to promote the advancement of dental science, and (4) to collect, receive and hold donations and legacies to be devoted for the purposes of the society, had another article, No. 6, which provided, *inter alia*, that not more than three members of the council of management or governing body should at one time receive fees. The society passed a resolution amending Art. 6 by extending from three to five the number of members of the council of management who might receive fees, and it was for this resolution that the sanction of the court was sought and obtained. The Lord Justice-Clerk said that "section 9 of the Companies Act, 1908, does not in terms say that the company may alter only what is to be found within the four corners of the objects clause of the memorandum of association . . . It is always dangerous to paraphrase the terms of an Act of Parliament, but, for myself, I confess that I can see no difference between the provision in s. 9 and a provision that the company may alter any provision to be found within the four corners of its memorandum which relates to the objects of the company." While this appears to be quite a sound construction, is it clear that the alteration proposed and sanctioned was one "with respect to the objects of the company?" We rather doubt it.

A Jury of less than Twelve.

THOUGH BY instinct and training an English lawyer cannot help disapproving of a majority verdict, at least in a criminal case, it is a little distressing that we should attribute such peculiar sanctity to the full number of twelve. By all means retain the unanimity, if that be our fetish, as corroboration is the fetish of Scots criminal procedure, but why we are so reluctant to be content with the unanimity of eleven, or even ten, is a little mysterious. It is true we have s. 15 of the Criminal Justice Act, 1925, providing that a trial may be continued where a juror is taken ill or dies, or even where two so cease to be available, but this is subject to the hampering condition that both the prosecutor and the accused must consent to the trial going on with a less numerous jury. The drawback of this restriction was evidenced in *R.* v. *Rowlands and Others*, the recent Cardiff street affray trial, where the accused would not so consent. The matter is one which ought either to be left to the discretion of the judge, or be absolutely provided for by enacting that, in the event of one or two jurors dying or being discharged by the court as incapacitated by illness, the trial shall proceed to its conclusion with eleven or ten jurors as the case may be. The accused in the *Cardiff Case* possibly adopted the fallacy put forward in the debates in Parliament on the section cited above,

that they had only an eleven-twelfths chance of acquittal. But, presumably, for all they could tell, the sick juror was as likely to be in favour of conviction as acquittal.

Should Magistrates have Power to Award Alimony?

THE SITUATION created by *Bragg* v. *Bragg*, 1925, P. 20, still continues. In 1919 the wife obtained a maintenance order from the Leeds stipendiary magistrate by reason of her husband's desertion. In 1922 the wife obtained a decree nisi, which in 1923 was made absolute. No application was made to the Divorce Court for permanent alimony. The husband then applied to the magistrate under the Summary Jurisdiction (Married Women) Act, 1895, to discharge the order on the ground that it had ceased to be operative—the wife having become a single woman. The magistrate refused to discharge the order, and his decision was upheld by the Divisional Court. Lord MERRIVALE (then Sir HENRY DUKE) laid down that it was not conclusive to show that the result of the statutory provision was either anomalous or contrary to common sense. On the other hand, the woman remained the guardian of the children, and was liable for their maintenance. There were therefore, grounds of common sense why an order which dealt with maintenance (and not with the general obligations of married life) should continue to subsist. HORRIDGE, J., held that nothing in the Act of 1895 limited the operation of orders to the period of the existing marriage. The terms "husband" and "wife" merely defined the parties at the time of the application. The result is that when a divorced woman applies to the magistrates to enforce the payment of arrears or to increase the amount payable, she has to state on oath that which she, the clerk, and the magistrates all know to be untrue, viz.: "I am the wife of ." To place the matter on a comprehensible footing, the logical solution would be to give the maintenance order a fresh title after decree absolute, viz., order for permanent alimony. It is submitted that this is what it really becomes, and it is not obvious why there should be much trouble or expense in constituting magistrates' clerks officials of the Divorce Court if necessary, for this limited purpose.

Lump Sum Payment into Court: Several Causes of Action.

AFTER HAVING been doubted in *Weber* v. *Birkett*, 1925, 2 K.B. 152, the unfortunate decision of the Divisional Court in *Benning* v. *Ilford Gas Co.*, 1907, 2 K.B. 290, has been definitely overruled in *Smith* v. *Schilling*, 44 T.L.R. 109, which has now established that a general payment into court by a defendant of a lump sum in respect of two or more causes of action is bad. In that case a man, his wife and his daughter sued the defendant for damages for injuries sustained by them through the defendant's negligence. The defendant paid into court a lump sum of £150 and said that was sufficient to satisfy the claims of all three plaintiffs. The jury found negligence on the part of the defendant, contributory negligence on the part of the male plaintiff, but awarded the wife £15 damages and the daughter £5. SWIFT, J., before whom the action was tried, expressed dissatisfaction with the verdict, but as in his opinion *Benning* v. *Ilford Gas Co.*, *supra*, was binding upon him, he entered judgment in favour of the defendant with costs as against the male plaintiff, and as against the two successful plaintiffs, with costs as from the time of the payment in of the £150. Happily, the Court of Appeal, not being bound by *Benning's Case*, was able to correct this strange result by overruling that decision, and that being out of the way the defendant was unable to claim the costs to which otherwise he would have been entitled against the successful plaintiffs. Further, the Court of Appeal, concurring in SWIFT, J.'s disapproval of the damages awarded to the wife, set aside the verdict for that amount, and, instead of sending the case down for a new trial, assessed, by consent, the damages payable to her at £60. By this circuitous process she at last received that to which she was entitled.

Divorce Practice Notes.

IT has been said in reply to adverse criticism of the new system of "secret divorce" that one of the reasons for the increasing number of divorce cases is the wider exercise of the discretion of the court in favour of petitioners who have themselves committed adultery. This discretionary power to refuse or to grant a decree dates from the Matrimonial Causes Act, 1857, which constituted the Divorce Court and originated in this country a judicially pronounced decree of dissolution of marriage. On petitions for judicial separation or for restitution of conjugal rights the court has no such discretion, apart from cases where condonation or connivance is proved, because those proceedings have their foundations in the jurisdiction of the ecclesiastical courts, which did not aid petitioners who themselves had been guilty of adultery.

There is no doubt that the increased number of divorce cases comprises a proportionately increased number of "discretion" cases, but it is submitted that the increase of both kinds is due primarily to the facts that the social stigma of divorce is growing less and that a large number of the poorer classes, owing to improved education and the activities of the Press, has knowledge for the first time of the legal remedies open to it.

The earlier cases laid down strict limits within which the discretion of the court was to be exercised, but since the decision in *Wickins* v. *Wickins*, 1918, P. 265, which was considered by the Court of Appeal with *Holland* v. *Holland*, 1918, P. 273, it has been established that the discretion vested in the court is unfettered, and it was there pointed out that the statute did not define or specify any cases or classes of cases fit for its application, and that it was therefore neither possible nor desirable to lay down rules within which alone the discretion was to be exercised, beyond that it must be exercised cautiously and carefully and as far as possible consistently not only with regard to the parties themselves but also with reference to the interests of public morality. A petitioner, therefore, who is asking for the discretion of the court has a clear field before him, although his ultimate success or non-success is correspondingly uncertain. There are, however, frequently occurring sets of circumstances in which the advisers of proposed petitioners, relying on the settled practice, can predict a successful application to the court, as where a wife has been left destitute by her husband without means of earning her own living and the wife has gone to live under the protection of another man. There the husband's conduct has directly conduced to the wife's adultery. Other cases within this category are where the petitioner's adultery has been condoned and where the petitioner has committed "justifiable" bigamy.

In every "discretion" case the court gives particular consideration to the consequences of a refusal of a decree, such as, in the case of a husband petitioner, the interests of children and of the woman with whom he has committed adultery. If the husband petitioner is young, his youth and the consequent desirability of giving him an opportunity of leading a respectable life in the future goes a long way to influence the court in favour of granting him a decree.

The fact that the petitioner is still living with the woman with whom he has committed adultery is not always fatal to his chances; indeed, it may be accounted in his favour in certain circumstances that he did not leave her destitute in time of trouble, although the petitioner, on seeking advice, should be told in every case that he and the woman should part pending the suit until the decree absolute. Again, non-disclosure of adultery which subsequently has to be brought home to the petitioner by intervention of the King's Proctor is not in all cases a bar to ultimate relief, although such non-disclosure places the petitioner in the greatest jeopardy.

In effect, what may be called "shabby" conduct of any kind on the part of the petitioner, and failure to make a full disclosure of adultery are the main grounds upon which the court withholds the decree.

Summary of Cases on the Property Acts.

It is proposed, at the instance of a considerable number of correspondents, to make a short epitome of the reported cases on the Property Statutes with a view to noting up the authorities.

The best plan, in the interest of convenience of annotation, seems to be to take each Act in turn and refer to the cases decided thereon and their effect.

L.P.A., 1925.

Section 2 (2) (*Binding Trust for Sale*).

An "immediate binding trust for sale" means an overreaching trust for sale: per Tomlin, J., in *Re Leigh*, 1926, Ch. 852, reconsidered 1927, 2 Ch. 13. But *query* whether this has not been overruled by *Re Ryder and Steadman*, 1927, 2 Ch. 62. In *Re Parker*, 71 Sol. J. 981, Romer, J., expressed himself unable to follow Tomlin, J.'s, view—at any rate for all purposes—and considered that an immediate binding trust for sale simply meant a trust for sale as generally understood before the new Acts. See, generally, articles in 70 Sol. J. 749, 769, 1130, 1154, and 71 Sol. J. 360, 444, 974.

(*Approval of Trustees.*)

The approval of trustees contemplated by this sub-section (as amended by L.P. (Amend.) A., 1926, Sched.) need not be an *ad hoc* approval for the purposes of sale: *Re Leigh* (No. 2), 1927, 2 Ch. 13.

An order approving trustees for sale under this section will not affect a legal portions term where only the land subject to such legal term is affected by the trust for sale: *Re Parker*, *supra*, and see 71 Sol. J. 974.

Section 16 (1), (5) (*Death Duties*).

This section preserves the liability of real estate to pay its own duties: *Re Morris*, 1927, 71 Sol. J. 472.

Section 28 (1) (*Additional Powers: Right of pre-emption*).

In *Re Flint*, 1927, 1 Ch. 570, a right of pre-emption given by a testator to his son was held not to be "an additional or larger power" conferred by the will on the trustees within this sub-section.

Section 28 (2) (*Repairs*).

Under this sub-section the court need not apportion the cost of repairs between capital and income: *Re Gray*, 1927, 1 Ch. 242. "Repairs" in this sub-section may bear the same meaning as in S.L.A., 1925, s. 102 (2) (*b*): *S.C.*; but improvements authorised by the S.L.A., 1925, should still be paid for out of capital; see 2 Wolst. & Cherry, p. 242.

(*Rule in* Howe *v.* Earl Dartmouth.)

The principle in *Howe* v. *Earl Dartmouth*, 1802, 7 Ves. 137, no longer applies to leaseholds affected by this sub-section: *Re Brooker*, 70 Sol. J. 526.

The provision in Ad. of E.A., 1925, s. 39 (1) (ii), conferring on personal representatives "all the powers, discretions and duties conferred or imposed by law on trustees holding land upon an effectual trust for sale" does not operate to make L.P.A., 1925, s. 28 (2), applicable to pure personalty: *Re Trollope*, 1927, 1 Ch. 597; see Art., 71 Sol. J. 444.

Section 29 (4) (*Powers of a Tenant for Life of Proceeds*).

An order made before 1926 under S.L.A., 1884, s. 7, authorising a tenant for life of the income of proceeds of sale to exercise the S.L.A. powers, remains in force until another order is made: *Re Lady Francis Cecil*, 1926, W.N. 138. The tenant for life must exercise such powers in the names and on behalf of the trustees for sale: *Re Leigh* (No. 2), 1927, 2 Ch. 13.

Section 35 (*Implied Trust for Sale: Contrary Intention*).

A direction by a testator to his trustees to purchase a dwelling-house for his widow's residence (the house afterwards to fall into residue bequeathed upon trust for sale) indicates a contrary intention (notwithstanding a power to postpone sale given by s. 25) so as to exclude the application of this section: *Re Hanson*, 71 Sol. J. 964. In such a case the dwelling-house would be settled land under S.L.A., 1925, s. 2, the widow tenant for life under *ib.*, s. 20, and the surviving trustees are S.L.A. trustees under *ib.*, s. 30 (1) (iv).

(*Right of Pre-emption: not effective against Statutory Trusts.*)

A right of pre-emption given by a will may not be enforceable against the statutory trusts defined by this section, as an "equitable interest or power" within ss. 3, 205 (1) (ix): *Re Flint*, 1927, 1 Ch. 570. In that case the trustees could disregard the right of pre-emption when executing the statutory trusts. Before 1926 title could have been made under the S.L.A., 1882, free from the right.

(*Statutory Trusts: Persons Interested.*)

Trustees for sale of a share of the proceeds of sale are "persons interested" in the land within this section. Hence income under the statutory trusts may be paid to the trustees of the settlement of the share: *Re Hayward*, 1927, W.N. 249.

Section 62 (4) (*General Words*).

As to what amounts to a contrary intention within the meaning of this sub-section (which re-enacts Conv. A., 1881, s. 6 (4)), see *Gregg* v. *Richards*, 1926, Ch. 521.

Section 63 (*Tithe Rent-charge*).

This section, which replaces Conv. A., 1881, s. 63, does not operate to pass tithe rent-charge which issues out of land and has not been merged: *Public Trustee* v. *Duchy of Lancaster*, 1927, 1 K.B. 516; 71 Sol. J. 19. Tithe rent-charge is, like tithe, incorporeal property separate from the land, and express words are necessary to pass it: *S.C.*

Section 84 (9) (*Restrictive Covenants*).

As to the circumstances which may justify the court in making an order under this sub-section, see *Feilden* v. *Byrne*, 1926, Ch. 620.

Section 136 (*Assignment of Choses in Action*).

On this section note *Cottage Club Estates, Ltd.* v. *Woodside Estates Co., Ltd.*, 1927, W.N. 279.

Section 155 (*Release of Powers by Statutory Owner*).

A statutory owner (not being a tenant for life), on whom the S.L.A. powers have been expressly conferred, may release his statutory powers to enable the S.L.A. trustees to exercise them in his place: *Re Craven S.E.*, 1926, Ch. 985.

Section 165 (*Accumulations*).

On this section see *Re Maber*, 1927, W.N. 300.

Section 171 (1) (*Settlement of Lunatic's Property*).

For an order made under this sub-section, see *Re Freeman*. 1927, 1 Ch. 479. The words "might suffer an injustice" in para. (*c*) are used colloquially: *S.C.*

Section 198 (*Registration of Town Planning Resolution*).

Until a "prescribed date" is fixed, this sub-section fixes an intending purchaser, even before completion, with notice of a registered resolution to make a town planning scheme: *Re Forsey & Hollebone*, 1927, 2 Ch. 379, per Eve, J., at p. 386.

Section 204 (1) (*Effect of Grant of Probate*).

The grant of probate is an order of the court within this sub-section: *Re Bridgett & Hayes*, 71 Sol. J. 910. Hence, wherever the legal estate in the deceased's property may have been between the death and a general grant, the grant is conclusive evidence that it has become vested in the executor: *S.C.*, and see Art., 71 Sol. J. 891.

Section 205 (1) (vii) (*Incumbrance: Annuity*).

An annuity may be an incumbrance within this paragraph: *Re Pedley*, 1927, 2 Ch. 168; but not a power to charge which may never be exercised: *S.C.*

Section 205 (1) (ix) (*Equitable interests*).

In *Re Flint*, 1927, 1 Ch. 570, a right of pre-emption given to a beneficiary under a trust for sale was held not to be an equitable interest in the proceeds of sale.

Section 205 (1) (xxix) (*Trust for Sale*).

See under s. 2 (2), *supra*.

First Sched., Pt. II, para. 6 (c) (*Vesting of Settled Land*).

Where land was devised on trust for sale subject to family charges created by a former will, the legal estate vested, at the commencement of the L.P.A., 1925, in the S.L.A. trustees of the prior will as statutory owners: *Re Lindsley*, 1927, 63 L.J. News 375, but see *Re Ryder and Steadman*, 1927, 2 Ch. 62, 83; 71 Sol. J. 444.

Where there is no tenant for life of the entirety, it was held in *The Earl of Stamford & Warrington*, 1927, 2 Ch. 217, that the land vested in S.L.A. trustees under this sub-paragraph.

First Sched., Pt. IV., para. 1 (1) (*Undivided Shares vested in Possession*).

The words "vested in possession" rule out the case where the entirety is vested in trustees for a long term on trust to accumulate the income and discharge incumbrances thereout: *per* Russell, J., in *Re Earl of Stamford & Warrington*, 1927, 2 Ch. 217; see also S.L.A., 1925, 2nd Sched., para. 1 (5).

(*Entirety vested in Possession subject to Incumbrances.*)

Property vested immediately before 1st January, 1926, in trustees in trust (subject to an annuity and a power to charge) for persons entitled in possession to undivided shares vested, on that date, in the trustees upon the statutory trusts, the incumbrances being divested under cl. (*a*) of this sub-paragraph: *Re Pedley*, 1927, 2 Ch. 168. The consent of the annuitant to a sale is requisite under sub-para. (9) of this paragraph: *S.C.*

(*Right of Pre-emption not an Equitable Interest.*)

If the trustees in whom the entirety is vested by this paragraph have, under the trust instrument, a power or future trust for sale which is subject to a right of pre-emption in terms exercisable only on an intended sale under that power or trust, the right is not directly enforceable on a dealing in execution of the statutory trusts (which are paramount): *Re Flint*, 1927, 1 Ch. 570. The owner of the right of pre-emption, though himself a trustee, had power to purchase on a sale under the statutory trusts or to accept a lease under L.P.A., 1925, s. 28, provided the transaction was carried out by the other trustees: *S.C.*

First Sched., Pt. IV, para. 1 (2), (3) (*Meaning of "Settled Land."*)

"Settled Land" in these sub-paragraphs means "settled land" within S.L.Acts, 1882–1890: *Re Ryder and Steadman*, 1927, 2 Ch. 62, discussed in 71 Sol. J., 444.

Where, immediately before 1st January, 1926, land was held in trust for two persons during their lives in undivided shares and subject thereto on trusts creating a special power of appointment, with a limitation over in default of appointment, it vested by virtue of sub-para. (3) in the S.L.A. trustees upon the statutory trusts: *Re Colyer*, 1927, 1 Ch. 677.

Query, whether the legal estate in the entirety was not vested in the trustees under para. 1 (1).

First Sched., Pt. IV, para. 1 (3) and (4). (*Devolving as undivided whole*).

Land which, immediately before 1st January, 1926, was vested in trustees in fee simple upon trust to divide the income between a number of persons until all should be dead except two, and then upon trust for sale, is settled land held under one and the same settlement in equity in undivided shares. Hence it became vested on 1st January, 1926, in the trustees in fee simple upon the statutory trusts: *Re Higgs & May*, 1927, 2 Ch. 249.

It was not affected by para. 4 added to Pt. IV by the L.P. (Amend.) A., 1926, Sched.: *S.C.*

"Land settled upon trust for sale and division of proceeds cannot . . . be described with accuracy as land so limited as to devolve or descend . . . as an undivided whole": *per* Eve, J., *ib.*, at p. 252.

First Sched., Pt. IV, para. 1 (4) (iii) ("*Persons interested*" *in Undivided Shares.*")

The words "persons interested" in this sub-paragraph include trustees for sale of a share: *Re Cliff*, 1927, 2 Ch. 94; *cf.*, *Re Hayward*, 1927, W.N. 249; and *Darlington* v. *D.*, 1926, W.N. 192.

First Sched., Pt. IV, para. 1 (4) (iv) (*Application to Court to replace Public Trustee*).

In an application to the court under this clause the Public Trustee should be made a respondent, but need not be served if he has not been requested to act. A description of the land should be contained in a schedule to the summons: Practice Note, 1927, W.N. 60.

First Sched., Pt. IV, para. 1 (6) (*Evidence of Title to Undivided Shares*).

The documents of title need not be exhibited; affidavit evidence is sufficient: per Eve, J., in Chambers, *In re Brown's S.E.*, Reg. Lib., 1926, B. 156; see *Addenda* to 2 Wolst. and Cherry, p. c.

First Sched., Pt. IV, para. 1 (9) (*Consent of Incumbrancer*).

Consent given under this sub-paragraph by an incumbrancer entitled only to a determinable life interest in an annuity does not cause a forfeiture: *Re Pedley*, 1927, 2 Ch. 168.

First Sched., Pt. IV, para. 1 (11) (*Persons interested in Undivided Shares*).

Trustees holding a share on trust for sale sufficiently represent the beneficiaries of that share for the purposes of proceedings under this section: *Darlington* v. *D.*, 70 Sol. J. 775; see Art., 70 Sol. J. 769.

First Sched., Pt. V, para. 3 (*Open Spaces*).

An "open space" for the purposes of this paragraph *prima facie* means a place "unbuilt on": per Tomlin, J., in *Re Bradford City Premises*, 1927, W.N. 307, which is discussed in 71 Sol. J., at p. 940.

Second Sched., Pt. I (*Implied Covenants*).

The words "otherwise than by purchase for value" (in the first paragraph) are part of the covenant, not merely an exception. Hence, the onus of proof that the event occurred after the purchase lies on the covenantee: *Stoney* v. *Eastbourne R.D.C.*, 1927, 1 Ch. 367.

Trustee Act, 1925.

Section 30 (1) (*Statutory Indemnity of Trustees*).

See meaning of "wilful default" in this sub-section discussed in *Re Munton*, 1927, 1 Ch. 262. *Quaere*, whether the indemnity given by this sub-section (replacing T.A., 1893, s. 24) is more than declaratory: *S.C.*

Land Charges Act, 1925.

Section 15 (7), *as amended by L.P.*

(*Amend.*) *A.*, 1926, *Sched.* (*Town Planning Resolution*).

The mere passing by a local authority of a resolution under s. 2 of the Town Planning Act, 1925, constitutes only a potential interference with the enjoyment of the land affected thereby. When a local land charge is registered in respect of the resolution, it does not impose any incumbrance on the land within the meaning of this section: *Re Forsey & Hollebone*, 1927, 2 Ch. 379.

Judicature Act, 1925.

Sections 160, 162 (*Sole Representation*).

In *Re Herbert*, 1926, P. 109, a creditor was granted sole administration of the insolvent estate of a deceased person notwithstanding the provisions of this sub-section; but in *Re White*, 71 Sol. J. 603, the soundness of *Re Herbert* was questioned by Scrutton, L.J., and the C.A., being aware that a minor was interested, there refused to grant sole administration to a person interested in the deceased's estate.

Section 162 (1), *replacing Ad. of E.A.*, 1925, *s.* 10 (*Representation*).

If on the death of a tenant for life the settlement comes to an end and there are no general representatives, administration may be granted to the person absolutely and beneficially entitled to the land: *Re Dalley*, 70 SOL. J. 839.

Administration of Estates Act, 1925.

Section 22 (*Special Representation to Settled Land*).

Persons who, under S.L.A., 1925, s. 30 (3), are S.L.A. trustees until other trustees are appointed, are entitled to a grant of probate as special executors under this section: *Re Gibbings*, 71 SOL. J. 911; see Art., 71 SOL. J. 905.

As to the practice relating to grant of special representation see "Probate Directions," p. 960, *ante*.

"Settled land" in this section may not include land which has ceased to be settled by the tenant for life's death: *per* Romer, J., in *Re Bridgett & Hayes*, 71 SOL. J. 910; see Arts., 71 SOL. J. 891, 906.

In *Re James*, 162 L.T.J. 498 and *Re Gibbings*, *supra.*, Lord Merrivale, P., granted special representation where land ceased to be "settled land" on the death of the deceased; but see "Probate Directions," p. 960, *ante*.

Sections 33, 39, 55 (1) (xi) (*Powers and duties of Personal Representatives*).

"Personal representatives," as defined in s. 55 (1) (xi), does not include trustees in the ordinary sense: *Re Trollope*, 1927, 1 Ch. 596. The application of s. 39 is exclusively confined to the duties of personal representatives, either in the ordinary course of administration or as conferred on them by statute under s. 33 or otherwise in relation to estates undisposed of by will: *S.C.*

"Duties" in s. 39 (1) (ii), means "duties" in a strict sense, and does not include the trusts in L.P.A., 1925, s. 28 (2): *S.C.*, *per* Tomlin, J., at p. 605.

The rule in *Howe* v. *Lord Donmouth*, 7 Ves. 137a, applies to unauthorised investments held by an executor whether in or after the executor's year: *Re Trollope*, *supra*.

Section 37 (*Protection of Purchasers from Representatives*).

Where a general grant of probate is made to an executor, the executor can convey the legal estate in land affected thereby to a purchaser who would be protected under this section in the event of subsequent revocation of the grant: *Re Bridgett & Hayes*, 71 SOL. J. 910.

Section 46 (*Succession on Intestacy*).

Reference was made to this section in *Re Freeman*, 1927, 1 Ch. 479.

Settled Land Act, 1925.

Section 1 (1) (*Settlement*).

In general a settlement, for the purposes of the S.L.A., 1925, is "a state in relation to certain land brought about, or deemed to have been brought about by one or more documents, the particular state of affairs being one or more of those specified," in s. 1 (1) (i) to (v); *per* Romer, J., in *Re Ogle's S.E.*, 1927, 1 Ch. 229, 233. In ss. 1 (4), 47, 64, "settlement" means merely the document or documents creating the settlement: *S.C.* A document may create more than one settlement.

A purchaser of an estate in fee simple, subject to a family charge, may be treated as taking under a separate settlement, though the charge affects other land retained: *Re Ogle*, *supra*.

(*Compound Settlement.*)

A compound settlement is where two or more instruments affect the land: *S.C.* Separate compound settlements may arise from distinct appointments made under the same power: *Re Symons*, 1927, 1 Ch. 344.

(*Perpetual Rentcharge.*)

A charge within para. (v) of this sub-section does not include a legal estate, such as a perpetual rentcharge created voluntarily for ecclesiastical or charitable purposes: *Re Braby & Newman*, 1926, noted in 2 "Wolst. & Cherry," p. 31.

(*Annuities.*)

Annuities or principal sums charged by a will are within para. (v): *Re Lindsley*, 1927, noted in 2 "Wolst. and Cherry," p. 31.

(*Company.*)

A company holding in fee simple subject to a family charge is within para. (v): *Re Carnarvon* (*Highclere Estates*), 1927, 1 Ch. 138.

Section 1 (7) (*Trust for Sale*).

As to the meaning of trust for sale in this sub-section, see *supra* under L.P.A., 1925, s. 2 (2), and cases and articles there cited.

Sections 2 and 117 (1) (ix) (*Undivided Share in Land*).

An undivided share in land cannot be settled land within the S.L.A., 1925: *Re Bird*, 1927, 1 Ch. 210, 214. But land which is the subject-matter of a settlement within s. 1 (1) may remain settled land notwithstanding that ultimately some estate may come into being which is an estate in an undivided share only: *S.C.*, at p. 215.

Section 3 (*Duration of Settlements*).

Under this section an instrument, which before 1926 had ceased to be a settlement on the death of the tenant for life, may be a settlement: *Re Ogle*, 1927, 1 Ch. 229; *Re Alington, &c.*, 1927, 2 Ch. 253.

Section 13 (*Vesting Deed*).

This section applies only to "settled land"; hence, if before a vesting instrument is made the settlement comes to an end then no vesting instrument is necessary: *Re Alefounder*, 1927, W.N. 32; see further 2 Wolst. & Cherry, pp. 66, 67.

Sections 16, 18 (2) (*Authorised Dispositions*).

"A disposition authorised by this Act" includes a disposition for giving effect to equitable interests under s. 16: *Re Egerton*, 1926, Ch. 574.

Section 16 (1) (iii) authorises the creation of a legal mortgage by an estate owner who, under the settlement, has a general power of appointment over the settled land: *S.C.*, at p. 579.

Sections 19 (1), 20 (1) (*Company*).

The words "of full age" as used throughout the S.L.A., 1925, and the L.P.A., 1925, must be treated as meaning "not being an infant": *Re Carnarvon*, 1927, 1 Ch. 138.

Section 19 (2) (*Tenant for Life*).

Where two persons are entitled in undivided shares, they are not within this sub-section: *Re Colyer*, 1927, 1 Ch. 677, 682.

Section 20 (1) (viii) (*Tenant for Life*).

"Trust" in this paragraph includes an "implied or constructive" as well as an express trust: *Re Hanover*, 1926, Ch. 626.

It is sufficient for the purposes of this paragraph if the person is entitled to the income for a fixed term, if he so long lives: *Re Waleran*, 1927, 1 Ch. 522.

For a case not within this paragraph, see *Re Frewen*, 1926, Ch. 580.

Section (20) (1) (ix) (*Tenant for Life*).

Where there was a contract for sale, made before 1926, of an estate in fee simple subject to a family charge, and the vendor had not been, or had the powers of, a tenant for life under the S.L.A., 1882 to 1890, the contract brings the purchaser within this clause: *Re Carnarvon* (*Highclere Estates*), 1927, 1 Ch. 138. A company can have the powers of a tenant for life under this section: *S.C.* See generally on this case 70 SOL. J. 901, 902.

Section 22 (2) (*Tenant for Life after Re-settlement*).

A tenant for life to whom a life estate is limited on re-settlement can exercise not only the powers conferred upon him by the original settlement but also any additional powers conferred on the tenant for life by the re-settlement: *Re Cradock*, 1926, Ch. 944.

Section 23 (1) (*Statutory Owners*).

An appointment of trustees for the purposes of the S.L. Acts, 1882 to 1890, constitutes the persons appointed trustees for the purposes of the S.L.A., 1925: *Re Bird*, 1927, 1 Ch. 211.

For cases where there were no tenants for life or persons having the powers of a tenant for life under the Act and where this section was, therefore, applied, see *Re Frewen*, 1926, Ch. 580; *Re Bird, supra*; *Re Stamford and Warrington*, 1927, 2 Ch. 217.

The powers need not be conferred by the leading instrument; nor need they be conferred with the concurrence of all parties entitled to the settled land: *Re Cowley*, 1926, Ch. 725.

Section 29 (*Charitable Trusts*).

A sole trustee not being a trust corporation can give a valid receipt where the property is applicable as income or where the transaction is authorised by a trust deed: *Re Booth, etc.*, 1927, 1 Ch. 579.

Section 30 (3) (*S.L.A. Trustees*).

Persons constituted S.L.A. trustees under this sub-section are entitled to a grant as special executors of settled land: *Re Gibbings*, 71 Sol. J. 911; see Art., 71 Sol. J. 905.

This sub-section applies notwithstanding that the personal representatives have completed administration and are *functi officio*: per Russell, J., in Chambers; see 2 Wolst. & Cherry, p. 119.

Section 31 (*Trustees of Compound Settlements*).

See, generally, on this section *Re Ogle*, 1927, 1 Ch. 229; *Re Symons, ib.*, 344.

(*Compound Settlements.*)

For an explanation of the construction of this section, see per Romer, J., in *Re Ogle*, 1927, 1 Ch. 229, at p. 234. This section was applied in *Re Alington, etc.*, 1927, 2 Ch. 253.

Section 32 (1) (*Trustees of Referential Settlement*).

See on the application of this sub-section *Re Adair*, 1927, W.N. 229.

Section 34 (*Appointment of S.L.A. Trustees by the Court*).

Where two or more settlements are created by the same document and the court appoints S.L.A. trustees of the one settlement, they do not thereby become trustees for the purposes of the other: *Re Ogle*, 1927, 1 Ch. 229. Where, before 1926, land had been conveyed to a purchaser subject to family charges, S.L.A. trustees of land retained could be appointed under this section without constituting them S.L.A. trustees of the land conveyed: *S.C.*

Section 36 (1) (*Undivided Shares*).

At least two persons must be entitled to create undivided shares: *Re Bird*, 1927, 1 Ch. 210. If one member of a class is entitled to a share while the interests of other members of that class remain contingent, the property is not held in undivided shares: *S.C.*

Section 64 (1) (*Authorised Transactions by Tenant for Life*).

No application to the court under this section is necessary to sanction a transaction "otherwise authorised" by the S.L.A.: *Re Symons*, 1927, 1 Ch. 344.

Section 67 (1) (*Sale of heirlooms*).

Sale of settled heirlooms have been authorised under this sub-section in *Re Bateman*, 1926, 70 Sol. J. 810.

Section 91 (1) (*Different Estates settled upon same Limitations*).

For an example of limitations referred to in this sub-section, see *Re Symons*, 1927, 1 Ch. 344.

Section 102 (*Repairs*).

For meaning of "repairs" in this section, see *Re Gray*, 1927, 1 Ch. 344, discussed under L.P.A., 1925, s. 28 (2) and in 2 "Wolst. and Cherry," p. 242.

Section 104 (1) (*Release of Powers by Statutory Owner*).

A statutory owner, not being a trustee, can release his powers: *Re Craven*, 1926, Ch. 985.

(*Pre-*1926 *Assignment of Tenant for Life's interest*).

A pre-1926 assignee for value of an estate in fee simple, subject to a family charge, becomes a tenant for life for the purposes of the S.L.A., 1925: *Re Carnarvon* (*Highclere Estates*), 1927, 1 Ch. 138.

A pre-1926 assignee for value of the tenant for life's life interest is not a tenant for life under the S.L.A., 1925; the assignor remains tenant for life: *Re Carnarvon* (*Chesterfield Estates*), 1927, 1 Ch. 138.

Second Sched., para. 1 (2) (*Portions Term*).

Until a vesting deed is executed pursuant to sub-para. (2) of this paragraph, a legal portions term remains a legal estate: *Re Parker*, 71 Sol. J. 981; see Art., 71 Sol. J. 974.

(*Vesting Deeds.*)

Distinct vesting deeds may be executed in regard to different parcels: *Re Clayton*, 1926, Ch. 279.

Second Sched., para. 1 (5) (*Settled Land*).

"Settled land" in this sub-paragraph means settled land within the S.L. Acts, 1882–1890: *Re Ryder and Steadman*, 1927, 2 Ch. 62, discussed in 71 Sol. J. 444.

Second Sched., para. 1 (6) (*Portions Term*).

Re Parker, supra., illustrates the operation of this sub-paragraph.

"Case Law."

An Advanced Lecture in the University of London.

By The Hon. Mr. Justice McCardie.

At Harvard University, some 40 years ago, Mr. Justice Wendell Holmes uttered a memorable phrase:—

"The law," he said, "is the calling of thinkers."

It is in the spirit of those words that I would speak to you to-day on the subject of "Case Law."

The profession of the law has two aspects:

It may be regarded as a pursuit which yields to the successful a full financial reward.

But I rejoice to feel that it is also a vocation which gives the joy of intellectual achievement, which calls for the guardianship of learning and tradition, and which imposes upon all who follow it the duty of unswerving honour.

Happy are the students and practitioners who resolve that the latter aspect of the profession shall be to them as vital as the former.

I speak to you to-day as a fellow student. Though a third of a century has gone since I was called to the Bar, yet I feel that you and I are alike in the need for an ever wider grasp of the law and an ever deeper insight into the working of legal principles.

The subject of "Case Law," Mr. Chairman, is of supreme interest not only to those who practice their profession in the courts but to all others of citizen mind, who regard the fabric and the spirit of our law as a matter of grave moment to the social and economic life of our country.

In those two words, "Case Law," moreover, there dwell the charm of legal history and the springs of national character and growth.

Cicero once said of his friend Sulpicius Rufus that he approached the law "with the hand and mind of an artist."

Fortunate shall we be if we can pursue the activities of professional life in the spirit of CICERO'S friend and if we can retain through our busy years the zeal of students and the outlook of searchers for truth.

The very words "Case Law" are significant when we recall that the word "Case" springs from the Latin, whilst the word "Law" comes down to us from our Danish ancestors. Here indeed is history on the very threshold of our subject!

Let us step together into a great law library. Around us there repose several thousand volumes of law reports. Some are fresh with the binding of yesterday. Many are dark with the shadows of the centuries. They are almost grim in the solidity of their binding and in the amplitude of their cubical contents. But what do those volumes represent? What lies behind that vast aggregate of decisions? What living essence can be distilled from the serried lines of reports?

Surely an answer can be given to these questions by those who love the law and who recognise its noble part in the life and ideals of our nation!

Shall we then revive together to-day the memories of our past reading, survey together some broad features of the far-stretching legal landscape, and, above all, shall we renew our vision of the spirit, the foundations and the purpose of the case law of England?

Now, no one, of course, can hope to grapple with the whole of our case law. The task would defy the most laborious. The ablest and the most zealous amongst us must be content with such learning as time and effort permit.

I remember that someone once quoted to Professor Huxley, the line of Pope: —

> "A little learning is a dangerous thing."
>
> "Ah," said the professor reflectively, "If those words of Pope are true, how many of us are in peril at the present moment!"

I well recall my earliest visit with some friends to the Middle Temple Library. It was then that I realised for the first time the magnitude of the legal material that lay around me. I stood as it were on the shore of a broad ocean of learning.

I have since grown to understand that the first great task of the younger as of the older student, must be to get at the *heart* of our case law, to grasp with clearness the main outlines of its history, to lay hold of its main principles, and above all to realise its spirit, its working and its significance.

That task calls not only for industry—not only for zeal—not only for courage, but also for the cultivation of that vision which enables us to realise that a great collection of law reports represents the intellectual wealth of many generations of lawyers.

If a man gains that vision he may say even of the law reports: —

> "My never failing friends are they,
> With whom I converse day by day."

Yes, the ocean of legal learning is indeed wide, but it is well worth the voyage if we can gain the shore of adequate knowledge and understanding.

In what I say to you to-day my thoughts go mainly to the Common Law, with which I have lived so long. In the Common Law are to be found in conspicuous degree those elements of history, of broadening freedom, of commercial expansion and of practical wisdom which gave life and fascination to the whole range of English law.

The Temple, the chief home of the common law, stood always, you will observe, where it stands now, midway between the old Palace of Westminster and the great commercial City of London.

The revolution of 1688 was, as Professor Trevelyan has pointed out in his "History of England," the triumph of the common law and of the principles of Coke and Selden. From the closing decade of the seventeenth century the actions of the executives have been subject to the test of legality in the courts of law.

The case law of England is indeed aflame with interest! It is interwoven with every change and movement in our history and social life. Hence, a knowledge of its past is essential to a grasp of its significance.

In his treatise on "The Common Law," Mr. Justice Wendell Holmes has said: —

> "The law embodies the story of a nation's development through many centuries—In order to know what the law is we must know what it has been and what it tends to become."

There is perhaps no more striking example of a judge who possessed the outlook and vision of a historian than the late Lord Bowen.

In 1884 he was President of the Birmingham Law Students' Society, and in the course of his presidential address he urged the importance of historical method as applied to the study of law. He referred to the boundless and unknown land which "presents itself to the pilgrim steps of the law student," and then he said: —

> "Law is the application of certain rules to a subject-matter which is constantly shifting. What is it? It is English life, English business, England in movement, advancing from a continuous past to a continuous future. National life, national business like every other product of human intelligence and culture is a growth—begins far away in the dim past and advances slowly, shaping and forming itself by the operation of purely natural causes."

A little later he said: —

> "Mere legal terminology may seem to you to be a dead thing. Mix history with it and it clothes itself with life. You have not even to travel far to find the history to mix. Look for it in the legal material itself and the history, like water in a fertile soil, is ready there at hand and will well up into a spring. There before your very eyes in the decisions of the Law Courts and in the glossaries of commentators you will see consecutive chapters of the narrative of the progress of the human race."

Those words, I feel, are an inspiration to each one of us who rejoices to be a student.

May I then quote one final passage from the address of that great and beloved judge? It is this: —

> "A study of the law so executed will become one full of interest. Its effect will be to make that study a living thing, to put life into dead bones, to illuminate with sunshine dusty books. I am astonished when I hear at times the suggestion that our profession must be dull. The truer view would be that our work is inordinately engrossing. Time runs by the lawyer far too like the race in a mill stream. . . . Is our occupation narrowing to the mind? Can it ever be narrowing to the mind to learn to perfection the story of human life? Will it tend to narrow or to enlarge the mind, if we construct for ourselves in a connected form the knowledge of human life as Englishmen have pursued it since the memory of English justice. Science or art—I care not which it be that challenges us. I unhesitatingly aver that if followed on the lines I have endeavoured to sketch out there is not a study in the world more exact, more liberal, or more entertaining."

The words of Lord Bowen seem to me to be a rich expansion of the truth uttered by the lawyer Baudouin nearly 400 years ago.

"*Sine historia caecam esse jurisprudentiam.*"

How just that is, and how significant the words of Montesquieu when he said: —

> "To know modern times we must know antiquity—each law must be followed in the spirit of all the ages."

Do I not rightly summarise the matter if I say that a chapter of history is often worth a volume of logic?

Mr. Chairman, there is a strange and romantic feature of that robust and essentially English case law which is embodied to-day in such distinctively English phrasing. How mysterious

are the colours and changes of history! For the men who fostered the common law and gave its first vigorous period of development in the stretch of time from Henry II to Edward III were lawyers who thought and pleaded in French and who made their records in Latin!

It was not until 1356 (i.e. a few years after the battle of Poitiers was fought) that it was enacted by Parliament that English should be the language spoken in the courts. Even after that momentous legislation the records were still kept in Latin and (apart from the brief period of the Commonwealth) it was not until 1731 (by the effect of 4 Geo. 2 c. 26) that writs and the records of judicial decisions were worded in the English language.

I cannot forbear to mention here a fact pointed out by Professor Jenks, our learned and distinguished chairman, in his admirable "Short History of English Law." He tells us that the change of nearly two centuries ago from Latin to English was condemned emphatically by certain distinguished men. They formed the view that the transition might involve the collapse of many institutions—including the legal profession—and they also expressed in vigorous language their belief that the absence of mediæval Latin from the records of the court would gravely and permanently injure the study of the classical literature of Rome! I rejoice to feel that their forebodings of destruction have not, as yet, been fulfilled!

And so, gentlemen, a strong and insular system of case law, which grew up with foreign languages as its early instruments of expression, became at last, as we proudly realise, the great inheritance of English-speaking peoples.

Insular, however, though that system was, yet you will observe its assimilative power over a continuous history of close upon 1,000 years.

As Sir Frederick Pollock so justly says in his "Expansion of the Common Law," "Perhaps the assimilation of new matter is a yet stricter test of vital power than tenacity on old ground or prevalence over enfeebled rivals."

Doubtless we owe much, though perhaps less than is sometimes thought, to ancient Anglo-Saxon customs. In any event, a full measure of the old Anglo-Saxon outlook is still amongst us, and I can almost hear to-night the strong voice of William of Normandy, as he gave his oath, 860 years ago, to preserve the Saxon laws of England.

We should not fail, however, to notice the influence of Continental thought and practice for centuries after the Conquest. Yet we can also see the gradual emergence of the Common Law from its ecclesiastical fetters and we can watch it as it grew in its native vigour under the strong hands of judges who recognised and boldly declared that English law was not to be repressed within the rules of Roman jurisprudence.

English case law has asserted its independent path. But although we repudiated the dictatorship of the Roman code and the Roman jurist, it is well for us to acknowledge generously our debt to an ancient and splendid system of law.

The influence of Roman law on the growth of English case law is never to be forgotten. True, indeed, it is that the learning and wisdom of Roman lawyers for the four centuries of the Roman occupation of Britain were submerged and almost obliterated by the Anglo-Saxon invasion.

Men have almost forgotten, nowadays, the noble Assize court which sat in York in the year 210 A.D. when Papinian, prince of Roman lawyers, was the presiding judge and the famous Ulpian and the equally famous Paulus were his colleagues on the bench.

But the influence of Rome returned later, and the lectures of Vacarius at Oxford in the middle of the twelfth century served to awaken the more cultured minds of England to the great system of Roman jurisprudence.

The influence of Vacarius was felt by Bracton in the thirteenth century when he wrote his famous "Laws and Customs of England" and embodied in that work much of the law of personal property to be found in the Institutes of Justinian.

Men of learning have thought that the influence of Roman law on the formation of English case law was so great from Vacarius in the twelfth century till the reign of Edward I (a period of over one hundred and fifty years) as to justify a description of that period as "The Roman Epoch of English Legal History." Four hundred years after Bracton had passed away, Sir Edward Coke, when writing his treatise on the common law, drew in striking fashion from Bracton's pages, and Blackstone more than a century later recognised as "amongst the sources of our own law the rules of Roman law either left here in the days of Papinian or imported by Vacarius and his followers."

A striking example in modern times of the recognition we have given to the richness of Roman jurisprudence is to be found in the case of *Acton* v. *Blundell* (1843), 12 M. & W. 325. It is a leading decision on the question of property in subterranean water. Roman authorities were freely quoted by counsel in their arguments, and the influence of those authorities is shown in the judgment of a powerful court.

Tindal, C.J., at p. 353, said: "The Roman law forms no rule, binding in itself, upon the subjects of these realms; but in deciding a case upon principle, where no direct authority can be cited from our books, it affords no small evidence of the soundness of the conclusion at which we have arrived, if it proves to be supported by that law, the fruit of the researches of the most learned men, the collective wisdom of the ages and the groundwork of the municipal laws of most of the countries of Europe."

May we not think of Roman law in the spirit in which Talleyrand spoke of Bentham, and say:—

> "Though all the world borrow from it
> it still remains rich."

Yes, our debt to the mighty system of Rome is great, and freely should we acknowledge it.

But I like still to recall the striking words of Professor Trevelyan when he says: "The common law has always appealed to the past of England and not to the past of the Roman Empire."

I have ventured, Mr. Chairman, to pay a tribute to a great and inspiring body of ancient law. But the student, I feel, should ever remember that the chief aim of his reading and thought is not Roman law but English law. He must use his knowledge of Roman law as an instrument for a fuller and richer understanding of the law of England.

Doubtless he will recall the warning implied in the humorous comment of the gentle Lord Bowen when told by a brother judge that he (the colleague) did not know what a "jurist" meant. "Ah," said Lord Bowen, "a jurist is a person who knows a little about the laws of every country except his own."

But whatever, Mr. Chairman, a jurist may be, and I myself honour the word, no one who would understand the sources and changes of English legal history, must fail to give a portion, small though it may be, of his thought and reading to the part which has been played by our "Year Books." Extending over the period from Edward I down to the reign of Henry VIII they form a national and legal treasure which cannot be overvalued. In them we find the origins of modern case law and in them we find also the seeds of the great modern principles of "precedents."

The late Professor Maitland, who, together with Sir Frederick Pollock, has rendered such noble service to English legal history, brought the wealth of his knowledge to bear upon them in his Introduction to the 3rd volume of the Year Book Series of the Selden Society.

The Year Books, as we now know, are not the work of official reporters. They are not the dry record of technicalities, but are vivid and human descriptions of life and litigation from the thirteenth to the sixteenth century.

As the late Professor Bolland says in his delightful lectures on the Year Books :—

"There is nothing in the whole world like these old year books of ours . . .

"In them we can hear the actual colloquial phrases and idioms used by the cultured classes in England as they went about their daily business over 600 years ago. From no other source can we get direct information in regard to the French spoken in England in the Middle Ages. In these respects they are absolutely unique. There is nothing like them anywhere else."

Equally ample is the tribute paid to them in a further aspect by Professor Holdsworth in his "History of English Law" (Vol. 2, p. 545) :

"There are," he says, "many mediæval records of various kinds which record contemporary events. There are no other mediæval records except the Year Books which photograph the actual words and actions and idiosyncrasies of the actors as they were bringing these events to pass . . . When we read the Year Books we think of a human reporter mainly interested, it is true, in law, but for all that keenly alive to the exciting incidents of the trial which is proceeding before his eyes—to judicial wit and criticism and temper, to the shifts and turns of counsel, to the skilful move or bungling omission, even to the repartee and exclamations which the heat of a hardly contested fight evokes . . . We see not only the things done ; we see also the men at work doing them, the way these men did them, and how they came to be done in that particular way. It is for that reason that the Year Books are valuable documents not only to the historian of English law but also to the historian of all parts of English life. They create for us the personal element, the human atmosphere which make the things recorded live again before our eyes."

That is a great tribute to the Year Books by a great master of our English legal history.

Sir Frederick Pollock and Professor Maitland have well said in their "History of English Law" :—

"The Year Books should be our glory, for no other country has anything like them."

Mr. Chairman, I have glanced at several of the features of our legal past so that we might broaden our vision and quicken our sense of growth and destiny. The history of our case law is indeed a fascinating pageant to all who love the law and the realm of England.

Even the technicalities which have passed away have played their part, as we can see now, in the great work of development.

Pregnant with meaning to the thoughtful student are the words of Maitland, when he says :—

"The forms of action we have indeed buried but they still rule us from their graves."

Many of the fictions which, though fictions, yet assisted the growth of effective law and justice in earlier days have long been abolished. Amongst them are the well-known litigants "Mr. John Doe" and "Mr. Richard Roe." There are perhaps some amongst us who will appreciate the verses quoted in the 9th volume of Professor Holdsworth's great work.

Two of the verses are these :—

"When plaintiffs oft were sore perplexed
In term time or vacation,
For want of names to be annexed
Beneath the declaration ;
Then Doe and Roe upheld the suit
Like staunchest friends of thine,
And pledges gave to prosecute
For auld lang syne.
Now Doe and Roe—'tis grief to tell,
For law reform ye die ;
And as I bid you both farewell
A tear bedims my eye ;
Ye were my friends in life's first stage,
But no one can divine
The use in this enlightened age
Of auld lang syne."

May I now step over the centuries from the early year books to our own generation ?

What of the case law, Mr. Chairman, as it stands to-day ?

Over 100 years ago, Bentham, the rigorous critic and reformer, wrote a passage on "Case Law" as it stood then. I ventured to quote his words in May last in the course of a "reading" at the Middle Temple."

May I quote them again to-day to you ?

"Traverse," said he, "the whole continent of Europe, ransack all the libraries belonging to the Jurisprudential system of the several political states, add the contents all together, you would not be able to compose a collection of cases equal in variety, in amplitude, in clearness of statement, in a word, all points taken together, of instructiveness, to that which may be seen to be afforded by the collection of English reports of adjudged cases."

If Bentham were alive now I hope he would pay the like tribute to our case law as it stands at the present time.

Lord Bowen once said, and I believe rightly, that the common law was an arsenal of common-sense principles.

If we regard the whole range of the social, industrial and commercial life of the nation, a life almost inconceivable in its complexity and detail, we shall find that there is scarcely one aspect of it which is not covered, explained and illuminated by the decisions in our Law Reports.

Are we not entitled to say that the body of our case law is one of the most stupendous products of the human mind ? I do not under-estimate the extent or weight of Parliamentary enactment. Nor do I fail to observe the wide range of departmental legislation which operates by rules and regulations framed in Government offices,which imposes its tentacles in subtle fashion on so many branches of national activity, which lessens year by year the area of freedom and initiative, and which slowly but surely cuts down to a degree not yet perceived by the public or by Parliament itself the jurisdiction of our public courts of justice.

But even so there is still the broad and vital fact pointed out so clearly in Lecture XI of Dicey's "Law and Public Opinion" that nine-tenths of the law of contracts and almost the whole of the law of torts is not to be discovered in the Statute Book but in the decisions.

Several Acts of Parliament moreover, as you will recall, such as the Bills of Exchange Act, 1882, and the Sale of Goods Act, 1893, are but little more than the enunciation in statutory form of the rules originally established by the courts.

Thus we see that century after century the judges have been working out adjustments and rules for our community—have been constructing them publicly and after full argument—in those great laboratories of the law which we call the Royal Courts of Justice. Each decision has advisedly been left free to professional comment and to public discussion.

Now there is one paramount feature of our case law I should like to consider. It is a feature the full significance of which we do not always grasp ; I refer to our great rule of "Precedents"—a rule which, when considered in all its bearings, enables us to claim that the case law of England has many of the features of an inductive science.

We are apt at times to assume that our rule of "Precedents" is as natural as the ebb and flow of the tides.

But "precedent," as understood by English lawyers to-day, was not recognised in the Roman Empire, nor is the principle of binding precedent, as we know it, accepted in the present legal system of France. The doctrine of "binding precedent" is peculiar to English law.

As the late Professor Gray, in his "Nature and Sources of the Law," has truly remarked : "The cause of this distinction between the English and Continental law is one of the unsolved problems of comparative jurisprudence."

What does a "precedent" mean? It means, as Sir Frederick Pollock so picturesquely points out, "that a judgment looks forward as well as backward. It not only ends the strife between the parties, but lays down the law for similar cases in the future."

Not only is this rule of "precedent" peculiar to English law, but, strangely enough, it is a somewhat late development of our legal system.

As Mr. Allen shows clearly in his recent and most learned volume called "Law in the Making," the growth of the authority of precedent is the result of a slow evolution.

True it is that now and again we find earlier decisions to be cited by bench or bar in the cases reported in the "year books," and they seem to be treated with consideration. The seeds of "precedent" are there.

Thus, in 1311, as shown by an anonymous case in "Year Book," 4th Edw. II, s. VI, 168, we find the following conversation recorded in the French tongue.

"Mr. Justice Stanton: Where have you seen a guardian vouch on a writ of dower?"

"Mr. Miggeley (of counsel): Sir, in Trinity term last past, and of that I vouch the record."

"Mr. Justice Stanton: If you find it I will give you my hat!"

There is no information as to whether the learned fourteenth century judge was called on to fulfil his promise!!

But the actual word "precedent" seems to have been first mentioned in a case reported in "Dyer" in 1557, and the first actual recognition of the theory or principle of binding precedent occurs in the reports of Chief Justice Vaughan at the close of the seventeenth century.

In the eighteenth century, precedents, as you will find, were freely quoted as such, and "Blackstone," in the first book of his "Commentaries" (published in 1765) pronounces the duty of the judge to adhere to them.

Judges, however, before Blackstone's day, had in *some* respects at least become alive not only to the principle, but also to the importance of accuracy in the law reports which contained the earlier decisions. Thus, in 1704. Holt, C.J., in *Slater* v. *May*, reported in "2 Lord Raymond," p. 1072, exclaimed when referring to a certain volume of reports: "See the inconvenience of these scrambling reports; they will make us appear to posterity for a parcel of blockheads!"

Even after Blackstone, however, it will be seen that Lord Mansfield in *Jones* v. *Randall*, 1774, 1 Cowp., p. 37, took a view of precedents far less rigorous than exists to-day, and it was not until the latter part of the nineteenth century, that our present doctrine of strict adherence to prior decision was fully established.

In 1833 we find a judgment of great importance which indicates, though not to its fullest extent, the now existing doctrine. It is the judgment of Parke, J., and it shows the basic rule of convenience underlying the broad principle of "precedents." You will find the passage in *Mirehouse* v. *Rennell*, 1833, 1 Clarke and Finnelly, 527, at p. 546:—

> "Our common law system consists in the applying to new combinations of circumstances those rules of law which we derive from legal principles and judicial precedents, and for the sake of attaining uniformity, consistency and certainty—we must apply those rules—*where they are not plainly unreasonable and inconvenient*, to all cases which arise—and we are not at liberty to reject them and abandon all analogy to them, in those to which they have not yet been judicially applied, because we think that the rules are not as convenient and reasonable as we ourselves could have devised. It appears to me to be of great importance to keep this principle of decision steadily in view not merely for the determination of the particular cases but for the interest of law as a science."

You will observe the significant words of Parke, J., "not plainly unreasonable and inconvenient."

But if we read later decisions by the House of Lords and the Court of Appeal, we shall see how decisively the doctrine of binding precedent has advanced since 1833.

The movement has been well indicated by Sir Frederick Pollock in chapter 6 of the second part of his "First Book of Jurisprudence."

Suffice it to say that the House of Lords (differing herein from the United States Supreme Court) seems now to deem itself conclusively bound by its own earlier decisions, even though, if free from the fetters of those decisions, the opinion of the House would to-day be to the opposite effect.

The like view is now taken by the Court of Appeal also as to its own prior rulings.

Yet the world of life and affairs is ever changing! New and unexpected conditions are ever springing into existence. A transformation of business and economic circumstances is slowly taking place amongst us.

It is therefore legitimate to ask whether an ever-broadening area of unchangeable crystallisation may not lead ere long to a *paralysis of that great quality of growth* which is essential to a living, pervading and adaptable body of common law?

I realise fully the need for an adequate measure of certainty—but I realise also, and with equal strength, the need for vitality and expansion.

Unless appellate tribunals admit the principle of growth and change, little can be done by judges of first instance.

Now and again the principle of growth has been recognised by distinguished judges.

It was recognised and applied in 1762 by Pratt, C.J., in *Chapmans' Case*, 2 Wilson, p. 145, when, in repelling the plea of novelty, he observed:—

> "It is said that this action was never brought—and so it was said in *Ashby* v. *White*. I wish never to hear this objection again. Torts are infinitely various."

It was welcomed and applied by Lord Mansfield throughout the great period of his office as Lord Chief Justice from 1756 to 1788.

It was applied during the nineteenth century in several branches of the law with which students may be familiar.

It was asserted by Mr. Justice Bigham in *Edelstein* v. *Schuler*, 1902, 2 K.B., at p. 155.

It was declared by Lord Justice Bankes in *R.* v. *The Electric Commissioners*, 1924, 1 K.B., p. 192, when he said:—

> "It has always been the boast of our Common Law that it will, whenever possible, and where necessary apply existing principles to new sets of circumstances."

And yet, *and yet*, as I reflect upon certain important decisions in recent years, I wonder if the need for growth, for adaptability, and even, if necessary, for important change, has been realised to an adequate degree.

Wisely did Professor Pound say:—

> "The law must be stable and yet it cannot stand still."

How far-seeing that sentence is! and how far-reaching its implications to every thoughtful follower of the law!

Precedent, after all, is not an end in itself, and we cannot remind ourselves too often of two vital considerations:—

> First—That the general object of all law is the welfare of society; and
>
> Secondly—That the great merit of the Common Law has hitherto been that it has never finally frozen into the rigour of code formulation.

I like to recall to you to-night the words of Lord Coleridge, L.C.J., in *Reg.* v. *Ramsey*, 1883, 1 Cababé & Ellis, p. 135, where he said:—

> "The law grows, and though the principles of law remain unchanged, yet (and it is one of the *advantages* of the Common Law) *their application is to be changed with the changing circumstances of the times*. Some persons call this retrogression but I call it the *progression* of human opinion."

Here, indeed, are words which stir the springs of thought!

But time, Mr. Chairman, is merciless in its flight, even though my subject be the "Case Law" of England.

My address to you, the students of London University, must now reach its close.

The future is before you with all its possibilities, with all its adventures of thought, of effort, of ideal.

You are trustees for legal posterity.

And so I say to each one of you as I end :—

Be of good heart ;

Hold fast to the spirit of English law ;

—and,—above all—

Keep ever aloft, with firm and loyal hands, the torch of high endeavour.

Speculative Actions :

AN EVIL, AND A REMEDY.

"The attorneys for the plaintiff," said Mr. Serjeant Buzfuz, "well, they spoke in high praise of the honourable conduct of Messrs. Dodson & Fogg, the attorneys for the plaintiff, did they ?"

"Yes," said Sam, "they said what a wery gen'rous thing it was o' them to have taken up the case on spec, and to charge nothin' at all for costs, unless they got 'em out of Mr. Pickwick."

A speculative action is one conducted for an impecunious client by a solicitor who knows that he will be out of pocket if the action fails, whereas in case of success he will recover his costs from the defendant. Speculative actions are a social evil when the driving force of the litigation is not a *bonâ fide* claim, but the solicitors' expectation of receiving costs from the other side, either under a judgment, or, much more frequently, as part of the terms of settlement.

Access to the courts may be obtained nowadays in a way in which it never has been before. Anyone who has reasonable ground for taking proceedings, and is not worth £50, or in special cases £100, and is not earning £2 a week, or in special cases £4, can now, as a poor person, obtain through The Law Society the services of a solicitor. He is not required to pay any court fees, and is not liable for the costs of any other party, but he is not entitled to recover from any other party any profit costs or charges. Litigation conducted for poor persons under the Poor Persons Rules is quite outside the class of speculative actions.

It will be generally admitted that, if a solicitor hears of an injury to a client and honestly takes pains to inform himself whether there is a *bonâ fide* cause of action, it is consistent with the highest honour of the profession that the solicitor should take up the action, although it is speculative in the sense that the claimant is impecunious. It is quite certain that nothing must be done to deprive poor men of justice, and if anyone who comes within the rules takes action as a poor person, then the defendant can only bewail his misfortune.

What would be desired by most lawyers and not a few laymen is some way to curtail the activities of a small class of solicitors whose one and only business is litigation of penniless clients. In provincial cities and London suburbs these practitioners get their business through "runners" who are paid by results, while more centrally they are associated with so-called "legal aid societies," whose *raison d'etre* is a percentage of damages recovered. These facts are widely known, and it has been supposed that no remedy exists. The purpose of this article is to suggest that something is possible.

The person to be commiserated with is the defendant who may lose and be liable for the costs of both sides, may win and still have to pay his own costs, or more unkindly still, may be advised that by far the cheapest course will be to buy off a claim which he knows to be wholly unfounded. In any negotiations for settlement of the really evil type of speculative action the preliminary is to agree a liberal fee for the claimant's solicitors. When this has been arranged a discussion of the damages can follow.

A defendant faced with such a claim may seek to reduce the expense by applying to have the action transferred to a county court, but the regular "speculative lawyer" can be relied on bitterly to oppose any such poaching on his preserves, and even if the application succeeds, the remedy is only partial, and whatever the result of the action there will always be a substantial bill for the defendant to pay at the finish. The dice are still heavily loaded against solvency.

At present the Poor Persons Rules apply only in the High Court. The first and most obvious step is to adapt them to county court practice. This, however, is a very small point, and the principle aimed at can be stated in a sentence : A person who, if he loses, will not be able to pay his opponents' costs should have no right, if he wins, to recover his own costs.

Many solicitors are willing to take up a limited number of poor persons cases from a sense of duty, but Messrs. Dodson and Fogg are not philanthropists, and failing a prospect of recovering costs from the defendant a case has usually the minimum of interest for them. The principle enunciated in regard to costs would go far towards inducing speculative solicitors to seek a more reputable mode of livelihood, but its acceptance will be subject to proof that a *bonâ fide* claimant would not be penalised and that the change is practicable. Both these conditions are complied with.

At present an impecunious person who claims to have a right of action has an option ; he may take advantage of the Poor Persons Rules, or he may avail himself of the services of a speculative lawyer. If he adopts the latter alternative it would surely be no hardship for him if at an early stage of the proceedings he were required to satisfy the court that he has visible means of paying the costs of the defendant should a verdict not be found for the plaintiff. Unless he satisfies the court that he has such means he would be placed in the same position as if he had elected to sue as a poor person ; he would be under no liability for the costs of his opponent, but would not be entitled to recover any profit, costs or charges.

If it is agreed that the case has been made out for some amendment of the present practice, then the rest is easy. Legislation is not necessary, but the change can be effected by a new rule which in effect combines s. 66 of the County Courts Act with Ord. 16, r. 28 (1).

Reviews.

The Legacy of the Nine Knights.

The attractive series of advertisements which the Legal and General Assurance Society, Ltd., has been inserting in The Solicitors' Journal recently have been collated in booklet form under the title of "The Legacy of the Nine Knights," and we hear they are placing these in the hands of all barristers and solicitors, to whom it should be of particular interest.

It is not often that publicity is combined with art and history so pleasingly. As the Society had its inception, in 1836, in Lincoln's Inn Fields, and as its business has been carried on in the locality of the famous Inns, the directors deemed it appropriate in their booklet to give a brief survey of the Temple and its environments, and to recall the literary associations of one of the most picturesque and romantic quarters of London.

The publication is a delight to the eye, for each page is charmingly illustrated ; it is valuable as a guide ; and the descriptions are written with skill and felicity. We are, in fact, taken a tour from Temple Bar to the Church of the Knights Templar, then to Fountain Court (beloved of Dickens), to Brick Court, Pump Court, Mitre Court, and King's Bench Walk ; and we are reminded of Lamb, Goldsmith, Thackeray, and of Shakespeare himself, all of whose names are linked to the scenes. The various portions of the Temple itself are depicted by pen and pencil.

It is an excellent idea well carried out. W. P. H.

Landlord and Tenant Notebook.

Sub-letting by Statutory Tenant.

It is interesting to note that the view that we have always taken in these columns, that a statutory tenant has no power of sub-letting has now been confirmed by the Divisional Court in *Roe* v. *Russell*, 71 SOL. J., p. 1003. As we pointed out in 70 SOL. J., at p. 1018, an exactly similar conclusion to that now adopted by the Divisional Court in *Roe* v. *Russell* was arrived at by a learned county court judge, His Honour Judge Bradley, in *McPhail and Another* v. *Ashton*, L.J. County Courts Reporter, 25th September, 1926. It is somewhat surprising, therefore, in view of the fact that the point in question was decided over a year ago, and has remained unchallenged up to the present moment, that such consternation should be expressed in the lay press over the supposed effect of the decision of the Divisional Court in *Roe* v. *Russell*.

The facts in this case do not appear to differ materially from the facts in *McPhail* v. *Ashton*. In each case the sub-tenancy was of a part of the premises, and in each case it was created by the tenant at a time when he was in possession solely by virtue of the protection of the Rent Acts, i.e., as a statutory tenant, and not during the currency of any lease or agreement, in which event, of course, the position would be entirely different. The only difference in the two cases is that in *McPhail* v. *Ashton* the statutory tenant died, the landlord thereupon taking proceedings to eject the sub-tenant from the part of the premises occupied by him, whereas in *Roe* v. *Russell* the statutory tenant had vacated the premises with the exception of the part occupied by his sub-tenant, as the result of an order for possession on the ground of non-payment of rent, which had been made against him.

In holding, in the subsequent proceedings for ejectment taken against the sub-tenant in *Roe* v. *Russell*, that the sub-tenant was not protected by the Acts, and was in the position of a trespasser, the Divisional Court based their judgment on the ground that a statutory tenant has no power to sub-let.

It is indeed difficult to see what other possible conclusion was open to the Divisional Court in face of the judgment of the Court of Appeal in *Keeves* v. *Dean*; *Num* v. *Pellegrini*, 1924, 38 SOL. J., at p. 321; 1 K.B. 685. In that case the Court of Appeal held that a statutory tenant had no right or power to assign, and that if he did purport to assign, the assignee was in the position of a trespasser against whom ejectment proceedings might be taken by the landlord. A trespasser, of course, as we indicated in our last issue, is not a person who is protected by the Rent Acts, the Acts only applying where there is or has been a "tenancy" and a "tenant."

It may be as well to examine the *ratio decidendi* of *Keeves* v. *Dean*. It was decided in that case that a statutory tenant has no estate or interest, i.e., no right of property and no rights *in rem* in respect of the premises occupied by him, as a freeholder or leaseholder would have, and that his only right is a personal right, i.e., a right *in personam* as against his landlord to remain in occupation. That being so, the statutory tenant has no right to assign, and we would now add "or sub-let," in the same way as a leaseholder or tenant has. Nor, pointed out the Court of Appeal, could it be said that the right to assign or sub-let was a "term or condition of the tenancy" within the meaning of s. 15 (1) of the Act of 1920 to the benefit of which, if previously enjoyed under the original tenancy, the statutory tenant would be entitled, since the right to assign or sub-let, which is really a right of transfer, is merely an incident of property (which, of course, the statutory tenant has not got), and cannot be properly described as a "term or condition" of the original contract of tenancy.

We understand that an appeal has been lodged in *Roe* v. *Russell*, and all will await with interest the decision of the Court of Appeal on the point.

Our County Court Letter.

MAINTENANCE OF INFANTS.

THE County Courts Act, 1888, s. 67 (6), provides that the court shall have and exercise all the powers and authority of the High Court relating to the maintenance or advancement of infants whose property shall not exceed the amount or value of £500. This jurisdiction is useful in cases of intestacy, where the circumstances are not covered by the Non-Contentious Probate Rules, 1925. Nos. 39 and 46 thereof provide that two sureties shall be required where individuals are appointed administrators under the Supreme Court of Judicature (Consolidation) Act, 1925, s. 160 (1). The last-named section provides alternatively for the appointment of a trust corporation, in which case the sureties may be dispensed with under Nos. 104 and 111 of the above Rules. One relative can usually be found to act as administrator, but the difficulty is to find two, as required by s. 160 above. Under the Non-Contentious Probate Rules, 1862 and 1863, No. 33, the infants have power, if their next of kin will not act, to appoint their next friend as their guardian. This is where the family solicitor may come forward to join in obtaining a grant of administration with the willing relative. The grant of administration having been obtained, the disposal of the estate is governed by the Administration of Estates Act, 1925, s. 46 (1). The statutory trusts for the issue are set out in s. 47, which in effect gives the children vested interests at the age of twenty-one. The same section provides for the application of the statutory provisions relating to maintenance and advancement, which are set out in the Trustee Act, 1925, ss. 31 and 32 respectively. The foregoing scheme could be worked without the assistance of the County Court were it not for the requirement of two sureties for the administration bond. The reluctance of individuals to be bound, until the infants attain the age of twenty-one years, may leave no alternative but to apply to a trust corporation to enter into the necessary bond. Most insurance companies make it a condition that the moneys comprising the deceased's estate shall be paid into some responsible bank or into court. The reason given is that on attaining twenty-one the children might call upon the administrators to pay over their respective shares of the corpus, or they might dispute the allocation of maintenance or the rate of expenditure during the preceding years.

The Trustee Act, 1925, s. 57, provides that where in the administration of any property vested in trustees any . . . expenditure is . . . expedient, but the same cannot be effected by reason of the absence of any power . . . the court may confer upon the trustees . . . the necessary power for the purpose. The money may be paid into court under the County Courts Act, 1888, ss. 67 (5) or 70, or under the Trustee Act, 1925, s. 63. Section 70 provides that money shall be paid into a post office savings bank of the town in which the court is held, in the name of the registrar. Order XXXVIII, rr. 9 and 10, provide that the payment-in shall be on affidavit according to the form in the Appendix, i.e., Form 333, on p. 892 of the Annual County Courts Practice, 1927. A petition must then be presented to the court by the trustees under the same Order, r. 23; and a general form is set out, numbered 340, on p. 895. This must be adapted to the case of infants, and should state: (1) that the applicants are trustees, and how they were appointed; (2) the number of children, names and ages; (3) particulars of the residuary estate, and how it is invested; (4) whether any of the children are in employment; (5) what allowance the trustees ask for; (6) request for costs out of the estate; (7) a statement required by the same Order, r. 31, that duties payable to the Revenue have been paid. Rules 26 and 27 provide for the taking of oral evidence at the hearing, and for the making of an order. Form 342, however, must be adapted to the case of infants, and there should be liberty to apply for increased allowances as the children grow up.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 29, Breams Buildings, E.C.4, be typewritten on one side of paper only, and be in triplicate. Each copy to contain the name and address of the subscriber. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

ESTATE DUTY—AGGREGATION—F.A., 1894, s. 4.

1084. *Q.* A died in 1922, having by her will directed her trustees to pay the income arising from her residuary estate amounting to £11,000 to her sister B during her life. B died in 1927, leaving free estate of the value of £8,000, and A's settled estate and B's free estate are to be aggregated for the purpose of ascertaining the rate of duty payable by B's executors. A's trustees are liable to pay estate duty in respect of the cesser of interest of B in A's settled estate, and the estate duty office have assessed the rate of duty by again aggregating B's free estate with A's settled estate, claiming that the person referred to as "the deceased" in s. 4 of the Finance Act, 1894 is B. Is this latter claim for aggregation correct, and if so where is the justification? There would appear to be some justification for the aggregation of A's settled estate with B's free estate for the payment of duty by B's executors, as B had a life interest in A's estate, but none for the aggregation of B's free estate with A's settled estate for the payment of duty by A's trustees, as A never had any interest in B's estate.

A. Having regard to s. 2 (1) (*b*), the trust funds "passed" on the death of B within the meaning of the Act, and the contention of the Estate Duty Office on the construction of s. 4 cannot be questioned: see also s. 22 (1) (*l*). It may lead to hardship if the trust estate is small, and the free estate is large, or *vice versa*, but that is a matter for the Legislature. The proviso to s. 4 has, of course, in such cases as the above been repealed by s. 12 (1) of the F.A., 1900.

L.C.A., 1925—REGISTRATION OF LOCAL LAND CHARGES—RESOLUTION UNDER TOWN PLANNING ACT.

1085. *Q.* A search at the local charge register under Pt. III reveals an entry in respect of a resolution passed by the local authority that it had been decided to prepare a town planning scheme under the Town Planning Act, 1925, s. 2, which affects a part of the council's area. A plan is referred to for identification. No order of the Minister of Health is entered, or has in fact, been made, as the whole scheme is "in embryo." No notice has been served on the estate owner, and the estate owner's reply to a requisition is that he has no knowledge of such a charge. (A) Is such registration alone notice to the estate owner? (*b*) Would an advertisement in, say, *The London Gazette*, or a local paper of the registration of the resolution be notice to the estate owner? (*c*) If, subsequent to such registration, buildings are erected on part of the area within the scheme, plans having been passed by the local authority prior to erection and after such registration, and eventually afterwards part of the scheme provides that (say) a road only shall be constructed where the buildings have been erected, will the owner for the time being of the buildings be entitled to compensation for (1) the value of the land, and (2) the value of the buildings then thereon? If no compensation for the value of the buildings is allowed, it would mean that until the whole scheme has been finally settled, it will not be safe to build within the area to which the scheme, when settled, applied or even make structural alterations or improvements to buildings which already existed before such registration.

A. (*a*) and (*b*) The resolution passed by the local authority is properly registrable as a local land charge: L.C.A., 1925, s. 15 (7), as amended by L.P. (Amend.) Act, 1926, Sched. The resolution, however, when registered is at present merely a potential interference with the enjoyment of the property, and does not operate to impose a subsisting incumbrance on the land: *Re Forsey and Hollebone's Contract*, 1927, W.N. 248. The registration of the resolution is notice to all persons and for all purposes connected with the land: L.P.A., 1925, s. 198 (1), and the purchaser is not on this account entitled to repudiate the contract: see *Re Forsey*, *supra*. (*c*) If the buildings erected after registration of the resolution come within the description of the buildings mentioned in sub-ss. (*a*) and (*b*) of the proviso to s. 10 (2) of the Town Planning Act, 1925, compensation for such buildings might be obtained by the owner in the case suggested, but not otherwise. The owner might, however, be entitled in any event to compensation under s. 10 (1) on the ground that his property had been injuriously affected by the scheme. Claims for compensation must be made within the period prescribed by the last-mentioned section.

TRUST FOR SALE BY AUCTION—WHETHER SALE BY PRIVATE CONTRACT PERMISSIBLE.

1086. *Q.* A testator who died on the 25th day of March, 1878, by his will dated the 11th day of February, 1878, left all his property to trustees on trust to permit and suffer his wife to hold and occupy his freehold messuages and tenements during her life, and from and after her decease he directed his trustees "to sell and dispose of the said messuages and tenements with the gardens, outbuildings and appurtenances thereunto belonging by public auction, for the best price that can be obtained for the same." The testator's widow died in May, 1926. The trustees put the property up for sale by auction, but no bid was received. An offer to purchase by private treaty has been received, which the trustees desire to accept. Can they do so, or is the direction to sell by public auction the expression of an intention contrary to a sale by private treaty: see T.A., 1925, ss. 12, sub-s. (1), and 69, sub-s. (2). See also *Burke* v. *Burke*, 1908, 2 Ch. p. 248.

A. For the convenience of working trusts, a judge would be anxious to decide the question asked above in the affirmative, and, if authority was needed, that cited above could be aptly quoted, distinguishing the position from in *re Hill*, W.N., 1914, 132; which, however, might perhaps leave unaffected an implied statutory trust, if auxiliary to the express trust. The opinion is therefore given that the trustees can sell by private contract.

RESTRICTIVE COVENANTS—REGISTRATION.

1087. *Q.* In your answer to *Q.* 941, p. 706, *ante*, it is stated with reference to post-1925 restrictive covenants, that if a purchaser has obtained an official certificate of search which discloses no entry on the register he takes free of the registrable interest or charge, and that there is no such protective provision where the search is a personal one. Do you mean that if in fact a post-1925 restrictive covenant is not registered, and a personal search is made by a solicitor for an intending purchaser who verifies the fact of non-registration, his client is not protected by s. 13 (2) of the L.C.A., 1925, in the same way that he would have been if the solicitor for the intending purchaser had made an official search? If this is what is meant will you please give some authority for your contention.

A. In *Procter* v. *Cooper*, 1853, 2 Drew. 1, a purchaser making a search for judgments was held to have notice of an incumbrance which he failed to discover. That is now the position with respect to personal searches under the L.C.A., 1925. If there is in fact an entry which is not discovered on a personal search, there is no protection such as that given by s. 17 (3),

which makes an official certificate of search conclusive in favour of a purchaser as against persons interested in the registrable matter.

RENT—RESERVED IN PART FOR PREMISES AND IN PART FOR USE OF FURNITURE.

1088. *Q.* Under a lease, made in 1922, the rent reserved was stated to be payable as to £50 per annum for the premises and £100 per annum for the use of the furniture, fixtures and fittings therein. It is understood that the object of the apportionment was to avoid an increase of rating assessment. The lessee has now executed a deed of assignment for benefit of creditors. The trustee admits the claim of the lessor as a preferential creditor for the rent due in respect of the premises only. He claims that the lessor is not entitled to preferential payment in respect of the rent payable for the furniture, fixtures and fittings, but so far as that rent is concerned, he is only entitled to rank as an ordinary creditor. Will you please let me have your opinion, with, if possible, an authority bearing on it?

A. This case is not entirely free from difficulty. We assume that when the lessor is described as a preferential creditor, he is such by reason of his having exercised his right of distress. The main question in our opinion is whether it can be said that one entire rent has been reserved. Rent, of course, cannot be reserved out of furniture, etc., but where a house and furniture is let at one entire rent, the whole of that rent will be deemed to issue out of the corporeal hereditaments, i.e., the house and land. In our opinion, one entire rent has been reserved. We are aware of no authority directly in point, but reference may be made to *Spencer's Case*, 1582, 5 Co. 176, and to *Farewell* v. *Dickenson*, 1827, 6 B. & C. 251.

SETTLED LAND—S.L.A. TRUSTEES—BARRING OF ENTAILED INTEREST—S.L.A., 1925, s. 7 (5).

1089. *Q.* T.G., who died in 1893, devised certain real property to his trustees and executors upon trust for his wife, E.G., for life or widowhood and subject thereto to his son, W.G., for his life, with remainder to the heirs of his body. The testator devised and bequeathed his residuary real and personal estate to his said trustees, upon trust for sale and investment of the net proceeds and payment of the income to his wife for life and after her death to hold the trust fund upon trust for all his children who should survive her. He appointed E.G., and his friend, X.Y., trustees and executors. Both E.G. and X.Y. renounced probate, and X.Y. also disclaimed the trusteeship. Administration with the will was taken by F.G., one of the testator's children, who died in 1906. E.G. acted as sole trustee until 1907, when she appointed A and B to be new trustees in the place of X.Y. The will of T.G. did not contain any appointment of trustees for the purposes of the S.L. Acts or give the trustees thereof any power of sale over the settled land, or other land subject to the same limitations, or power of consent to such sale. The testator's widow died in 1927, leaving a will which was proved by her executors, settled land being excepted from the grant; but a special grant of probate restricted to the settled land was made to A and B as surviving trustees of the will of T.G. The death duties have been discharged. W.G. wishes to bar the entail and have the property vested in himself in fee simple, and proposes to ask A and B to sign a vesting assent and, after he has himself executed a disentailing assurance, to execute a deed of discharge under s. 17 of the S.L.A., 1925. The question has been raised whether A and B can properly be described in the vesting assent as trustees for the purposes of the S.L.A., 1925. If so described, presumably they can execute the discharge without in fact being S.L.A. trustees, but they do not appear to be able to execute the discharge unless named as trustees in the vesting instrument. S.L.A., s. 30 (3), does not seem to apply, because the word "deceased" apparently refers to the settlor and is a short form of the "testator or intestate"; and in this case the trustees are not the personal representatives of T.G., the settlor, although they are of his widow, E.G., the deceased tenant for life. Can this difficulty be got over by the trustees conveying to W.G., as the person entitled in fee simple, otherwise than by executing a vesting instrument under para. 2 of the Second Schedule to the S.L.A., 1925?

A. If W.G. bars his entailed interest, he will thereby terminate the settlement and put himself in a position to call upon A and B to convey to him the legal estate in fee simple, which now seems to be vested in them; see S.L.A., 1925, s. 7 (5).

Correspondence.

Careless Utterance.

Sir,—It is given to few to speak as freely and with such accuracy as the Lord Chief Justice of England, to whom it is always a pleasure to listen, but for the consolation of the counsel admonished by Lord Hewart I would point out that His Grace the Archbishop of Canterbury towards the end of his speech in the House of Lords on the 12th December gave utterance to the following words: "You can *turn down* our request if you will," and according to "Hansard," said His Grace The Most Reverend Primate, "We hear words which I think *windy* and even foolish." I have no doubt the meaning of the speaker was clearly conveyed by those words, and after all words are servants by which man attempts to convey his thoughts. Perhaps Mr. Justice Rowlatt could have said in six words what he said in twelve, and would have been as well understood, although there would then have been occasion for another rebuke.

I remember Mr. Justice Acton very shortly after his elevation to the High Court Bench complaining to counsel of the latter's use of the word "job," in connection with a man's employment, and yet this word is now in common use in the courts.

If, as is suggested, the Bench combine "to abolish these literary solecisms," it may be that the junior Bar will combine to inform the Bench of new expressions in common use which to-day may be "barbarisms," but to-morrow may be quite proper.

Chesterfield. CHAS. PROCTOR.
19th December.

Weekly Digest.

Sir,—Among the interesting forthcoming developments in THE SOLICITORS' JOURNAL, you announce a complete weekly Digest of all recent cases of importance. This should prove exceedingly useful to the profession.

If you could see your way to supplement the Digest with an annual table of cases, giving the names of all cases decided in the course of the year, the court in which each was decided, and a reference to each series of reports in which it can be found, you would be adding to the debt your subscribers already owe you.

You would certainly have the gratitude of one

REGULAR READER.

FOOTPRINTS AND CRIME.

A new departure in crime detection is reported from Ceylon. According to the annual report of the colony, a footprint bureau has been started on the same lines as the finger-print bureau.

"This system of identification, which has not been developed in Europe, where boots are generally worn, is," says the report, "peculiarly suitable for an Eastern country, where the majority of people go barefoot. In Ceylon, where burglary, cattle thefts, and thefts which, as a rule, necessitate entry into buildings and other premises, are so common, it is probable that in the future it will be possible to state, from the examination of the ridges on a footprint, that it is the footprint of a particular person. Such evidence should be of the greatest value to the police and to the court investigating the case."

House of Lords.

Tarn *v.* **Scanlan.** 7th November.

INCOME TAX—COMPANY ABROAD TRADING IN UNITED KINGDOM—AGENT RECEIVING PROFITS—ASSESSMENT OF AGENT IN NAME OF PRINCIPAL—DELAY IN SETTLING AMOUNT OF TAX—PRACTICE.

An English shipping company was the exclusive agent of a Danish shipping company at Hull. They controlled freights, quoted rates and collected the freight and any other moneys due from the consignors and remitted what was due to the Danish company.

Held, that the Danish company exercised a trade within the United Kingdom so as to be chargeable with income tax on the profits of such trade and were so chargeable in the name of the English company.

A Danish shipping company, referred to as Det Forenede, and an English shipping company, referred to as Wilsons, agreed that Wilsons should be the exclusive agents for Det Forenede at Hull, that they should act as forwarding agents and control the freights at this end, should quote rates of freight to the consignors, and should collect the freight for outward-bound goods and any other moneys due from the consignors and remit what was due to Det Forenede. On these facts the questions were (1) whether during the years 1913 to 1916 Det Forenede exercised a trade within the United Kingdom so as to be chargeable under Sched. D with tax on the profits and gains of such trade, and (2) whether they were so chargeable in the name of Wilsons, who were represented by the appellant Tarn. Rowlatt, J., and the Court of Appeal had answered both these questions in the affirmative, and Tarn now appealed to this House.

The House (Cave, L.C., Lords Dunedin, Atkinson, Shaw of Dunfermline, and Carson) dismissed the appeal.

The LORD CHANCELLOR said as to the first question he felt no doubt that Det Forenede did carry on a trade here to the extent to which goods were taken on board their ships at Hull for carriage elsewhere. It might be enough to say that the Commissioners had so found and that there was ample material for such finding. But it might be added that according to the tests laid down in *Erichsen* v. *Last*, 8 Q.B.D. 414, and in later cases, they could hardly have arrived at any other conclusion. The second question depended, as to the first three tax years (1912-1915) on s. 41 of the Tax Act, 1842, and as to the fourth tax year (1915-1916) on that section, as modified by s. 31 of the Finance Act, 1915. Upon these sections it was argued that the agent, to be liable, must be actually carrying on the business and entering into the contracts incident to such business. But his lordship thought it clear that Wilsons actually carried on the business and that Det Forenede were chargeable with tax in their name. As regarded the tax year 1915-1916, s. 31 of the Finance Act, 1915, modified the machinery by which a non-resident person carrying on business here might be reached by enabling the authorities to assess him in the name of an authorised person carrying on his regular agency, even though such agent might not have the receipt of the profits of the non-resident. The only question therefore was whether Wilsons were authorised persons carrying on a regular agency. The Commissioners held that they were, and his lordship saw no reason for questioning their decision. The appeal therefore failed. His lordship then referred to the delay which had taken plac between 1919, when the case first came before the Commissioners, and 1926, when it was brought before Rowlatt, J., and said that he had made inquiries with the result that directions had been given that "points of argument" which sometimes led to delay need no longer be delivered and that a case might now be set down, not by the appellant only, but by either party.

COUNSEL: *Sir John Simon*, K.C., *Latter*, K.C., and *Cyril King*; *The Attorney-General* (*Sir Douglas Hogg*, K.C.) and *R. P. Hills*.

SOLICITORS: *Nicholson, Graham & Jones*; *the Solicitor of Inland Revenue*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Winter**; *Ex parte* **Williams.**

Clauson, J. 7th November.

BANKRUPTCY—PRACTICE—DAMAGES AND COSTS IN DIVORCE ACTIONS—ORDER THAT CO-RESPONDENT DO PAY—SEPARATE JUDGMENT SUMMONSES—DAMAGES AND COSTS—SUMMONS FOR COSTS DEALT WITH FIRST.

In future the practice of the court will be to take a summons in respect of costs of a divorce suit in preference to a summons in respect of damages, the reason being that the plaintiff on the summonses, that is to say, the petitioner in the divorce proceedings, is personally liable to his own solicitors for the payment of their costs, and he might accordingly be left to pay the costs out of his own pocket if the summons for damages were dealt with first.

Summons in bankruptcy. In this case the debtor, as co-respondent in a divorce suit in which the plaintiff on the judgment summons was the petitioner, was by an order of the Divorce Court dated 27th July, 1926, ordered to pay £1,000 as damages and the costs of the suit. On 16th May, 1927, an order was made upon him by the same court to pay within seven days to the petitioner's solicitors the amount of the petitioner's taxed costs; and on 27th June, 1927, an order was made upon him to pay within fourteen days to the same solicitors the amount of the assessed damages, they undertaking to pay the same into court as and when recovered, Both orders were duly served personally on the debtor, who did not comply with either of them. On 29th July, 1927, the petitioner issued against the debtor a judgment summons in bankruptcy under s. 107 of the Bankruptcy Act, 1914, in respect of the damages, requiring him to appear before the judge sitting in bankruptcy for examination as to his means to pay, and to show cause why he should not be committed to prison for default in payment, or why a receiving order should not be made against him, and a similar summons was on the same day issued against him in respect of the costs; and it was submitted that an order ought to be made in respect of the costs in priority to any order in respect of the damages.

CLAUSON, J., after stating the facts, said: After consultation with Astbury, J., we have decided that in future the practice of the court shall be to grant preference to a judgment summons to compel payment of costs over a similar summons in respect of damages. The reason for giving such preference is that as the plaintiff (the petitioner for divorce) is personally liable to his solicitors for payment of their costs, it would be inflicting a hardship upon him if the court were to prefer the summons in respect of damages, which might result in his having to pay the costs out of his own pocket. Accordingly there will be an order that the debtor shall pay ten shillings per month in respect of the costs, and that, as many months will elapse before the costs will be discharged, there will be no order on the present summons in respect of the damages.

COUNSEL: *L. J. Acton Pile.*

SOLICITORS: *L. Gwynne Jones & Son*, for *J. G. Bishop*, Abergavenny.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

The attention of the Legal Profession is called to the fact that the PHŒNIX ASSURANCE COMPANY Ltd., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

High Court—King's Bench Division

De Monchy and Others *v.* **Phœnix Insurance Co. of Hartford and Another.** Mackinnon, J. 21st November.

Insurance—Carriage by Sea—Barrels of Turpentine—Leakage — Real or Apparent? — Certificate of Insurance—Policy—Construction of Clauses—Time Clause.

On a claim under an insurance policy for loss due to the alleged leakage of oil from barrels during a voyage, the defendants contended that the word "leakage" should be strictly construed so as to mean the accidental escape from the barrel of something which had been in it.

Held, that, although in consequence of a change of temperature the contents of a barrel might occupy less space, as had been submitted, the meaning of the contract as a whole was that the defendants should pay for any loss of weight or of bulk from any cause during the voyage if the loss exceeded 1 per cent.

Held, also, that by their conduct and protracted correspondence the defendants prevented the incorporation in the certificate of insurance of a time clause, contained in the policy, requiring an action to be brought within one year.

The plaintiffs in this action shipped by the steamship "Cape Town Maru," on the 25th August, 1923, 100 barrels of turpentine for carriage from Jacksonville, Florida, to Rotterdam. It was alleged that on discharge at the latter port there was a shortage of 372.75 kilograms out of a total of 16,597.75 kilograms. Heavy weather was experienced on the voyage. The plaintiffs had insured the turpentine for the voyage with the defendants, two insurance companies, and were interested in a certificate of insurance, dated the 27th August, 1923, issued under a policy of insurance subscribed by the first defendants, and in another policy subscribed by the second defendants. The 100 barrels were insured for 14,925 florins, each defendant insuring for one-half of that sum. *Inter alia*, the policy contained the following clause: ". . . to pay leakage from any cause in excess of 1 per cent. on each invoice . . . conversion of kilograms into American gallons shall be made on the basis of 3.25 kilograms to the gallon." On shipment the turpentine was measured, but weighed on discharge, this being the practice of the trade. There was a condition in the original policies, but not in the certificate of insurance under which the plaintiffs were suing, that no claim under the insurance could be maintained unless brought within a year. The certificate stated that it represented and took the place of the policy. The action had not been brought within a year. The plaintiffs claimed for the loss of the turpentine which they alleged had been caused by leakage. It was submitted by the defendants that the loss was apparent, being in fact due to contraction in bulk in consequence of lowered temperature.

Mackinnon, J., giving judgment, after stating the facts, said that it was contended by the defendants that "leakage" must be construed strictly, and that the word only applied where something which had been in a receptacle had accidentally got out of it and had been lost. On the contract as a whole, however, he was of the opinion that the intention to be ascribed to the underwriters was that they would pay for any loss of weight or of bulk during the voyage if the loss exceeded 1 per cent. The plaintiffs were therefore entitled to make a claim if the difference between the arrival weight when turned into gallons by the conventional formula, and the quantity shipped exceeded 1 per cent. The claim therefore succeeded on this point. With reference to the provision that the action must be brought within one year, the certificate was said to take the place of the policy, and it contained many clauses. He was of the opinion that the certificate was the actual insurance, and the question was whether it incorporated the limitation clause. In view of the fact that the defendants had corresponded about the matter long after a year had passed it appeared that they had themselves forgotten its existence. He thought that the defendants had failed to make out that the clause must be considered as part of the contract, and gave judgment for the plaintiffs.

Counsel: *Porter*, K.C., and *McNair* for the plaintiffs; *Jowitt*, K.C., and *Van den Berg* for the defendants.

Solicitors: *William A. Crump & Son; Windybank, Samuell & Lawrence.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Roe *v.* **Russell.** Shearman and Finlay, JJ. 15th December.

Landlord and Tenant—Statutory Tenant—Order for Possession—Previous Sub-letting of Part of Premises—County Court Proceedings—Order for Ejectment of Sub-tenant—Appeal — Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, 10 & 11 Geo. 5, c. 17, s. 15, sub-s. (1).

A statutory tenant in possession of premises under the Rent Restrictions Acts has no right to sub-let part of those premises.

Appeal from Brentford County Court.

The appellant in this action, William Russell, appealed against an order of the Brentford County Court judge who decided that a statutory tenant under the Rent Restrictions Acts had no right to sub-let a part of the premises. The respondent, Percy Davis Roe, purchased No. 41, Eve-road, Isleworth, in November, 1919, and at that time one William Jamieson had been tenant in possession since 1915 at a weekly rent of £1. Notices to quit and of increase of rent were served upon the tenant in 1921, and he thereupon became a statutory tenant. In 1926 the respondent obtained an order for possession of the premises, which were subsequently vacated by the tenant on 23rd May, 1927. In November, 1925, however, Jamieson had sub-let two rooms and the use of the kitchen to the present appellant at a rental of 6s. per week. When the tenant, Jamieson, vacated the premises, the sub-tenant, the appellant, was left in possession of the rooms sub-let to him. Neither under his original tenancy agreement nor at any other subsequent time had Jamieson agreed to a term prohibiting him from sub-letting. As a result of proceedings for ejectment of the sub-tenant, heard in Brentford County Court, the plaintiff secured an order for the ejectment. Possession of the premises was to be given up in one month, together with mesne profits of £15 17s. 9d., and costs. The defendant appealed. The grounds of appeal were that the county court judge misdirected himself in point of law by deciding that the holder of a statutory tenancy under s. 15 (1) of the Rent and Mortgage (Restrictions) Acts, 1920 and 1923, being under no prohibition against sub-letting, has no right to sub-let any part of the premises and that his sub-tenant to whom such part has been sub-let before any proceedings were commenced against the statutory tenant for possession or ejectment is a trespasser and not under the protection of s. 5 (5) or 15 (3) of the Restriction Acts.

Shearman, J., giving judgment, said that a "statutory tenant" was not one who occupied a house at a rental which made it subject to the Rent Restriction Acts, but one who held over against the will of the landlord after the expiration of his common-law tenancy. The argument in favour of the tenant's right to sub-let was based on s. 15 (1) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, which enacted: "A tenant who by virtue of the provisions of this Act retains possession of any dwelling-house to which this Act applies shall, so long as he retains possession, observe and be entitled to the benefit of all the terms and conditions of the original contract of tenancy, so far as the same are consistent with the provisions of this Act . . ." It was contended that the words of the sub-section, "benefit of all the terms and conditions of the original contract of tenancy" conferred on a statutory tenant the right to sub-let. The

decision in *Keeves* v. *Dean*, 68 Sol. J., 321 ; 1924, 1 K.B. 685, established that this was not so. In that case the court decided that the right to assign, which, in the absence of stipulation to the contrary, belonged to a common-law tenant, was not a term or condition of the original contract of tenancy of which a statutory tenant was entitled to have the benefit. The court there, however, expressly declined to determine whether or not a statutory tenant could sub-let. In the present case it was difficult to understand how the right to sub-let could be considered to be one of the terms and conditions of the original contract of tenancy to the benefit of which the tenant was entitled under the sub-section if the right to assign was not such a term or condition. Following the reasoning in *Keeves* v. *Dean*, it was held that a statutory tenant had no power to sub-let.

Finlay, J., delivered judgment to the same effect.

Appeal dismissed. Leave to appeal refused.

Counsel : *Schultess-Young*, for the appellant ; *Sidney Isaacs*, for the respondent.

Solicitors : *H. B. I. Schultess-Young ; Abbott & Hudson.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Societies.

The Law Society's School of Law.

The Spring Term will open on 4th January, 1928. The subjects to be dealt with during the term will be, for Intermediate students, (i) Introductory Course (Mr. Segar), (ii) Law of Property in Land (Mr. Formoy and Mr. Wade), (iii) Obligations (Contract and Tort) (Mr. Landon and Mr. Segar), (iv) Trust Accounts (Mr. Dicksee). The subjects for Final students will be (i) Equity and Procedure in the Chancery Division (Mr. Danckwerts), (ii) Private International Law, Criminal Law and Divorce (Dr. Burgin), (iii) Sale of Goods and Insurance (Mr. Chorley). There will be courses on Common Law (Contract) (Mr. Wade), Conveyancing (Mr. Danckwerts), and Legal History (Mr. Salt) for Honours and Final LL.B. candidates, and the courses on Constitutional Law (Mr. Wade) and Roman Law (Mr. Landon) for Intermediate Degree students will be continued.

The courses on Law of Property in Land and on Obligations (Contract and Tort) will be taken in the morning (10.30 a.m. to 12.30 p.m.) and in the afternoon (4 p.m. to 6 p.m.). *Students must notify the Principal's Secretary before 5th January, if they wish to attend the afternoon in preference to the morning lectures and classes.*

Students can obtain copies of the detailed Time-table, and of the Regulations governing the three studentships of £40 a year each, offered by the Council for award in July next, on application to the Principal's Secretary.

The Principal (Mr. Wade) will be in his room at the Society's Hall on the following days, for the purpose of advising students on their courses of study for the term :—

Wednesday, 4th January—10.30 a.m. to 12.30 p.m. and 2 to 5 p.m.—Intermediate students.

Thursday, 5th January—10.30 a.m. to 12.30 p.m. and 2 to 5 p.m.—Final and Degree students.

The Law Society.

HONOURS EXAMINATION.

November, 1927.

At the examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction :—

First Class.

(In Order of Merit.)

George Francis Shipman, B.A. Oxon. (Mr. Geoffrey Copson Peake, of the firm of Messrs. Barwick, Peake & Milling, of Leeds, and Messrs. Thorowgood, Tabor & Hardcastle, of London), Philip Thornley Bowcock (Mr. William Harvey Breton, of Longton, Staffordshire), Roy Marshall Priestley, LL.B. Leeds (Mr. Herbert Edward William Fox, of Bradford), Ronald Davidson Reed Sale (Mr. Claude Edward Allen Redhead, of the firm of Messrs. Horwood & James, of Aylesbury), William Ernest Woods, LL.B. Leeds (Mr. Jabez Butterworth, O.B.E., of the firm of Messrs. Raworth, Lomas-Walker, Butterworth & Wilkinson, of Harrogate.

Second Class.

(In alphabetical order.)

Edward Howard Collinson (Mr. James Barry Cullingham, of the firm of Messrs. Block & Cullingham, of Ipswich), Arthur Fred Stapleton Cotton (Mr. Harry Mitton Crookenden, M.A., of the firm of Messrs. Francis & Crookenden, of London), William Stanley Gibson (Mr. Cecil Walker Bell, of Bourne), Guy Harford Gould (Mr. William Henry Nell, of the firm of Messrs. Cridland & Nell ; and Mr. Herbert Francis Kellie Ireland, both of London), Harold John Jarvis Griffith (Mr. Robert Epton, of the firm of Messrs. Danby & Epton, of Lincoln, and Messrs. Bircham & Co., of London), Philip Jones Hammond, (Mr. Cecil Francis Bray, of the firm of Messrs. Bray & Bray, of Leicester), Thomas Hatto (Mr. David Anidjar Romain and Mr. Artom Anidjar Romain, of the firm of Messrs. Romain & Romain, both of London), Geoffrey Thomas Heckels (Mr. George Ernest Shrimpton, of the firm of Messrs. Radcliffes & Hood, St. Barbe Sladen and Wing, of London), Ronald Henry Gregory Horne (Mr. John Taylor, of the firm of Messrs. John Taylor & Co., of Blackburn), Harry Isherwood (Mr. John Hall and Mr. Holland Booth, both of Dewsbury), Mr. William Elwyn Edwards Jones, B.A. Wales, LL.B. London (Mr. John Pentir Williams, B.A., of Bangor ; and Messrs. Rhys Roberts & Co., of London), Gilbert James Morley Longden, B.A., LL.B. Cantab (Mr. James Morley Longden, M.A., LL.B., of the firm of Messrs. Mann, Longden and Mann, of Sunderland), John Cecil Neve, B.A. Oxon (Mr. Herbert Taylor, of the firms of Messrs. R. A. Willcock, Taylor & Co., and Messrs. Underhill, Neve, Thorneycroft, Taylor & Co., both of Wolverhampton), Joseph Pasquill (Mr. William Kenrick Minshall, of the firm of Messrs. Minshall, Pugh & Co., of Owestry), Arthur David Macleod Robinson (Mr. Samuel John Marton Sampson, of the firm of Messrs. Greene & Greene, of Bury St. Edmunds), Sydney Alexander Schofield, LL.M. Liverpool (Mr. William Henry Trotter Brown, LL.B., of the firm of Messrs. J. F. Read & Brown, of Liverpool), Richard Seymour, B.A. Oxon (Mr. Leonard Cloudesley Holloway, of the firm of Messrs. Templeton & Holloway, of London), Arthur William Stephenson, LL.B. London (Mr. Harry Wray, of the firm of Messrs. Laverack, Wray, Iveson & Co., of Hull), Nathan Turk (Mr. George Albert Waller, of the firm of Messrs. Waller & McCarraher, of Southampton.

Third Class.

(In alphabetical order.)

Ronald William Mein Atkin, B.A. Oxon (Mr. Arthur Smith, B.A., LL.B., of Wigan, and Messrs. Field, Roscoe & Co., of London), Kenneth Herbert Bain, LL.B. London (Mr. Frederick John Press, of the firm of Messrs. Clarke, Sons & Press, of Bristol, and Mr. John White, of the firm of Messrs. Whites & Co., of London), Charles Martin Alford Baker (Mr. Charles Baker, of the firm of Messrs. Kenneth Brown, Baker & Baker, of London), Cyril Edward Bannehr (Mr. Walter John Bannehr, of Stansted, Essex), Samuel John Noël Bartley (Mr. James Cecil Parke, B.A., LL.B., of the firm of Messrs. Chamberlain, Johnson & Parke, of Llandudno, and Mr. John Theodore Goddard, of the firm of Messrs. Theodore Goddard & Co., of London), Stephen Edwin Brown, LL.B. Leeds (Mr. Edgar Wood, of the firm of Messrs. Charlesworth & Wood, of Skipton, and Messrs. Biddle & Co., of London), Gerald Burkinshaw (Mr. Percy Ernest Russell, of the firm of Messrs. John Hodge & Co., of Weston-super-Mare), Geoffrey George Campbell (Mr. Francis Blagden Tompkins, of the firm of Messrs. Arnold, Cooper & Tompkins, of Chichester), Charles Henry Charlesworth (Mr. George Kenneth Charlesworth, of the firm of Messrs. Charlesworth & Co., of Settle, and Messrs. Smiths, Fox & Sedgwick, of London), Alan Lawrence Cooper (Mr. Claude Stratford, of Norwich), Violet Evelyn Crosse (Mr. Sidney Ernest Crosse, of Exeter), William Traviss Cumpsty (Mr. Percy Bernard Ingoldby, of Southampton), Russell Charles Lewes Daniel (Mr. Archibald Daniel, of the firm of Messrs. W. R. Davies & Co., of Pontypridd), Evan Glynn Davies (Mr. Aneurin Arthur Rees, of Liverpool), Percy John Davis (Mr. Charles Augustus Davis, of the firm of Messrs. Bulcraig & Davis, of London), Ethel Maude Dolbey, M.A. St. Andrews, LL.B. Liverpool (Mr. Herbert John Davis, of the firm of Messrs. Herbert J. Davis & Co., of Liverpool, and Sir Robert Clermont Witt, M.A., C.B.E., of the firm of Messrs. Stephenson, Harwood & Tatham, of London), William Parker Dutton, B.A., LL.B. Cantab (Mr. Thomas Moore Dutton, of the firm of Messrs. Mason & Moore Dutton, of Chester), Francis Arnold Bradshaw Everington, B.A. Cantab (Mr. Frederick John Williams, of the firm of Messrs. Clapham, Fraser & Williams, of London), John Everington, B.A., LL.B. Cantab (Mr. Hugh Douglas Peregrine Francis, M.A., of the firm of Messrs. Herbert Smith & Co., of London), Thomas Wayman Hales (Mr. Frank Turner, of the firm of Messrs. Holland, Holland & Turner, of Chester), Clive Edridge

Healey, B.A. Oxon (Mr. William Fawell Ascroft, M.A., J.P., of the firm of Messrs. R. & W. Ascroft, of Preston), Walter Horace Hibbs (Mr. Frederick William Coope, of the firm of Messrs. Coope & Kenyon, of Bolton), Charles Henry Higgins (Mr. Morrice Alfred Edwards, M.A., of the firm of Messrs. Julius, Edwards & Julius, of London), George Raymond Buxton Hopkin), Mr. Elisha Sam Buxton Hopkin, of Sutton-in-Ashfield), Edward Frank Iwi (Mr. James Cecil Parke, B.A., LL.B., of the firm of Messrs. Chamberlain, Johnson & Parke, of Llandudno, Mr. Hubert Joseph Wallington (Barrister-at-Law), and Mr. John Theodore Goddard, of the firm of Messrs. Theodore Goddard & Co., of London), Henry Trueman Manknell, B.A. Oxon (Mr. Norman McQueen, D.S.O., of the firm of Messrs. Mumfords & Gordons, of Bradford), Douglas Edward Michaelson, B.A. Oxon (Mr. Geoffrey Courthope Bosanquet, of the firm of Messrs. Stannard & Bosanquet, of London), Hugh Trevor Baber Mimpriss (Mr. Andrew Hay Bikker, of the firm of Messrs. Shelton & Co., of London and Wolverhampton), Henry Morgan (Mr. John Larden Williams, of the firm of Messrs. Forwood, Williams & Co., of Liverpool), William Thomas Brookes Parry (Mr. John Penrhyn Clews, of the firm of Messrs. Williams & Williams, of Rhyl), Douglas Haultain Phillips, B.A. Oxon (Mr. Villiers Frederick Cæsar Hawkins, of the firm of Messrs. Stephenson, Harwood & Tatham, of London), James Ignatius Pickering, B.A., LL.B. Cantab (Mr. Andrew Jameson Matthews Duncan, of the firms of Messrs. Stibbard, Gibson & Co., and Messrs. Thomas Cooper & Co., both of London), Leslie Mervyn Pugh (Mr. Charles Henry Knill Newcombe, of Swansea, and Messrs. T. D. Jones & Co., of London), Robert Carne Redman (Mr. Robert Thompson Douglas Stoneham, of the firm of Messrs. Stoneham & Sons, of London), George Henry Harold Richards (Mr. George Gosling Plant, of the firms of Messrs. Adam Burn & Son, of London, and Messrs. Steavenson, Sons & Plant, of Darlington), Henry Osborne Roberts (Mr. John Wythen Roberts, of the firm of Messrs. Smith & Roberts, of Evesham), Richard Malcolm Snow (Mr. Thomas Lawrence Kesteven, and Mr. James Frederick Nathaniel Lawrence, M.A., J.P., both of the firm of Messrs. Lawrence, Graham & Co., of London), Harry Sotnick (Mr. John Henry Franckeiss, of the firm of Messrs. G. H. King & Franckeiss, of Portsmouth).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following prizes :—

To Mr. Shipman—The Clement's Inn Prize—Value about £42.

To Mr. Bowcock and Mr. Priestley—Each the Daniel Reardon Prize—Value about £21.

To Mr. Sale and Mr. Woods—Each the Clifford's Inn Prize—Value £5 5s.

The Council have given Class Certificates to the candidates in the Second and Third Classes.

One hundred and thirty-seven candidates gave notice for Examination.

United Law Society.

At a meeting of the United Law Society held on Monday, 19th December, in the Middle Temple Common Room, it was proposed by Mr. Tebbutt " That in the opinion of this House the House of Lords should be reconstituted as a second chamber of limited numbers, wholly or largely composed of life peers and without hereditary membership." Mr. F. H. Butcher opposed the motion. There also spoke Messrs. C. C. Ross, E. E. Pugh, H. S. Wood-Smith ; Mr. Tebbutt replied. The motion was carried by one vote.

The annual dinner of the United Law Society was held on the 12th inst. at the Café Monico under the chairmanship of Mr. Justice Eve. After the loyal toasts, Mr. A. P. Herbert (better known as " A.P.H." of " Punch ") proposed the toast of H. M. Judges, to which Mr. Justice Bateson responded. The toast of the legal profession was proposed by Miss Rose Macaulay, and Mr. Fairfax Luxmoore, K.C., and Mr. E. R. Cook (secretary of the Law Society) responded on behalf of their respective branches of the profession.

In proposing the toast of the " United Law Society," Mr. Justice Eve said that that day was the twentieth anniversary of his sitting on the bench for the first time and that he had no intention of retiring as yet. In compliance with the Society's decision of the previous week against the utterance of *obiter dicta* he intended to confine his speech to the proceedings of the evening. By way of return for the compliments paid to him as one of His Majesty's judges by Mr. A. P. Herbert, Mr. Justice Eve recommended all who through the recent legislation had lost the enjoyment they were wont to derive from reading reports of certain proceedings, to find further and better enjoyment in the reports recently published by Mr. A. P. Herbert. In concluding, he paid a high tribute to the comradeship of the profession, remarking particularly on the helping hand extended by the senior members to those who were struggling to get together a practice.

Mr. F. W. Yates (chairman of the Society), in his response, referred to the success of the poor man's lawyer worked by the Society in Kennington and to the gratitude shown by those who had received legal assistance therefrom.

The toast of the visitors was proposed by The Rt. Hon. Sir William Bull, M.P., Mr. E. D. P. Francis (Master of the Solicitors Company) and Miss Lilian Baylis responding.

The concluding toast was that of the chairman, proposed by Mr. F. B. Guedalla (vice-chairman of the Society), and responded to by Mr. Justice Eve.

For the first time in the history of the Society ladies were present at the annual dinner, and in the general opinion this innovation was attended with considerable success.

Liverpool Incorporated Law Society.

The one hundredth annual general meeting of the above Society was held in the Law Library, 10, Cook-street, Liverpool, on Wednesday, the 30th November last, at 1.30 p.m. There were present : The President (Mr. J. Graham Kenion) in the chair ; Messrs. W. A. Weightman, John Cameron, E. V. Crookes, C. E. Nield, J. L. Williams, F. Weld and E. L. Billson (ex-presidents), Mr. W. H. T. Brown (vice-president), Mr. A. E. Chevalier (hon. treasurer), Mr. L. S. Holmes, LL.M. (hon. secretary), and many others. The notice convening the meeting having been taken as read, the President delivered the presidential address, from which we extract the following :—

Poor Persons Rules.

It is to be noted with regret that the rota of solicitors willing to conduct cases consists of only sixty members representing roughly 20 per cent. of our membership. This is not sufficient as the burden of this work should be equally borne by all of us. I think confusion still exists in the minds of some members as to the respective rotas for Poor Persons Rules and the Poor Man's Lawyer. Solicitors on the Poor Man's Lawyer Department Rota are asked, or ought only to be asked, to take cases that can be profitably undertaken, which I interpret as meaning either the client can pay costs or the claim or defence is such that it should succeed and costs be recovered from the other side—in other words, the cases are tendered to them and they are at liberty to take them or leave them as they think fit. I am aware that it has been suggested in some quarters that the scope of this work should be enlarged, but until new regulations are submitted to and approved by your committee, those responsible for the working of the rota must conform to the existing regulations.

Under the Poor Persons Rules a solicitor accepts the case without the slightest hope of any fee or reward. It is an obligation the profession has freely undertaken and has been carried out most honourably, conscientiously and assiduously by those who have placed their names on the rota, and not a single complaint of any kind has been made to the committee.

I submit it is the duty of all solicitors to take their fair share of this burden, either by undertaking cases *in toto*, or by acting as agents. The excuse that they do not believe in divorce, and therefore do not care to go on the rota, is not a sound one, as divorce is not the only work that comes within the scope of the Poor Persons Rules. There are not many cases other than divorce so that they need have no fear of being overworked or being left totally without work.

The detail clerical work prior to granting of certificate became so heavy that the Society's staff could not deal with it and it was found necessary to engage a whole-time clerk.

We have now had two years experience of divorce work under the Poor Persons Rules and the question of jurisdiction in divorce is deserving of reconsideration by the authorities. At present all poor persons divorce cases, whether defended or otherwise, are triable at assizes and the local district registry have the necessary jurisdiction *ab initio*. In addition undefended ordinary divorce causes can be tried at assizes if desired, thus one is led to the conclusion that judges of assize are quite capable of trying both defended and undefended divorce cases, and that the local registry is quite competent to undertake routine and interlocutory work in connection therewith. It is therefore difficult to comprehend why full jurisdiction should not be given at least to the Manchester and Liverpool Registries ; as a preliminary step they might be given full jurisdiction in undefended divorce cases, i.e., the petitioner should be entitled to institute proceedings in the Registry and if appearance is entered and defence delivered papers could be then sent to London.

CENTENARY.

We celebrated our centenary by a banquet at which 250 were present, and we welcomed amongst our guests, Lord Justice Lawrence, Lord Justice Greer (then Justice Greer), Justices Eve and Swift, our Local Judges, and the President of the Law Society and the Presidents of Manchester and Chester Law Societies.

I do not propose to again detail the inception, growth and present prosperity of our Society, for are not all these things written and fully reported in the Liverpool "Daily Post" of 6th October, "THE SOLICITORS' JOURNAL," of Saturday, 8th October, and the "Law Journal," of Saturday, 15th October. In the excellent brochure prepared by the hon. secretary are set out the original agreement, list of original members, officers of the society with photographs of our committee-room and library.

It is a pleasant reflection that for 100 years the society has steadily grown and prospered and can be described as a "hale and hearty" centenarian, which can be safely passed on with every confidence that those responsible will continue to cherish its reputation and keep it unsullied till they in their turn pass it on to their successors as healthy and strong and clean as it is to-day.

HOSPITAL APPEAL.

A very strong appeal was received from the Lord Mayor of Liverpool inviting contributions for the hospitals and medical charities to be included in a preliminary list, which he desired to be as representative as possible, for publication when making his general public appeal. The response from our members was highly gratifying, and I had much pleasure in forwarding to the Lord Mayor a cheque for nearly £600.

COURT OF PASSAGE.

The views of the committee were sought on the question of continuance of this court, and with no uncertain voice they were unanimous that it ought not to be discontinued. It will be lamentable if the City's ancient privilege of holding its own local court were ever relinquished, and no effort should be spared by the responsible authority to stifle any endeavour to that end; it is a good court, doing useful work at our very door, presided over by a good judge, and is well equipped with a competent registrar and staff. Once the privilege is gone, it will be hopeless to try and re-establish it. Liverpool will make a sad civic mistake if it allows its Court of Passage to go.

NEW CONVEYANCING.

As to the new conveyancing—it is very like the curate's egg, excellent in parts. Owing to the goodwill amongst the solicitors in Liverpool practical conveyancing has proceeded with much less inconvenience than was foreshadowed prior to the Acts coming into operation. The whole subject teems with technicalities and absurdities that it is difficult to speak of it with moderation. Had there been a single member of the House of Commons with a grain of pluck he could have shattered the inconvenient monster by rising when Sir Leslie Scott had finished introducing the Bill and reading to the House cl. 3 of the original Bill and solemnly inviting any member who professed to understand it to arise and show himself. It should have been obvious that the only people fit to meddle with our system of conveyancing were those who daily dealt with it, and had the whole matter been left to a committee of practical provincial conveyancers (including our conveyancing referees) the result would have been a true simplification of the laws of conveyancing and a true assimilation of the laws of real and personal property.

I yield to no one that any fundamental alteration in the old system and practice of mortgaging and notices was necessary. The new system is nothing more or less than stupid—we do not want conjuring tricks in modern conveyancing whereby a term of years is converted by magic into the fee simple on a sale by a mortgagee.

As to legal estate—the main object of the reformers and I believe of the draftsman—was to place "legal estate" definitely in the open, with trusts and equities in the background—behind a curtain was the childish expression used.

In unsettled land—no change was necessary. The legal estate should be in the *live* beneficial owner, on his death in the devisee or devisees, if any, and if none, in the proving executors or the duly appointed administrator.

In settled land the legal estate should be in the trustees of the settlement and never for one moment in the tenant for life, the Public Trustee, the President of the Probate Division, or vaguely drifting around the purlieus of the Law Courts or Lincoln's Inn seeking where to rest its weary soul.

It is almost incomprehensible that by the provisions of an Act of Parliament a legal estate could be in the Public Trustee and taken from him by the act of parties—of which he was not one—all the time the Public Trustee being in sublime ignorance that he ever was the proud proprietor of such legal estate.

Objection might be raised to the legal estate in settled property being in the trustees as it might be to the disadvantage of the tenant for life. You have in a conveyance to join the trustees and the tenant for life, and it would be perfectly simple to provide that any sale of settled estates should be at the instance of the tenant for life testified by his execution of the conveyance thereof.

As Mr. Billson said in his address last year: "the fashion for settling land has gone probably never to return . . . a little more patience and settled land would for practical purposes have ceased to count . . . the act threatens to bring some of the complications into the very homes of the people."

Difficulties are already arising under the clause in wills whereby the widow is given the use and occupation of the testator's house, and one can quite forsee further complications where there is a similar provision in favour of several children. The revocation of grants, obtaining special and limited grants, and the appointment of a special representative for the sole purpose of conveying the settled land to the person next entitled, in the case of a small single house appear to be intricacies and complications which should have been studiously avoided in any effort to simplify conveyancing.

As an example of the difficulties which to-day exist in interpreting the law with reference to settled estates can I do better than quote what Russell, J., said in *re Earl of Stamford and Warrington*, 1927, 2 Ch. 217:—

> "I spent some hours wandering accompanied by counsel, through this legislative jungle in which, apparently, it is impossible to form a safe opinion about the meaning of any section in one Act without referring to the sections and the schedules of all the accompanying Acts, and I need hardly say that in the conclusion at which I have ultimately arrived I do not feel any real sense of security."

ALLOWANCE TO SOLICITORS ATTENDING TRIAL.

There are two other matters I should like to mention. First, the question of the allowance to solicitors for attending trial. It does seem time that this should have the serious consideration of the appropriate authority. £3 3s. a day plus 33⅓ per cent. is not adequate remuneration for a solicitor attending court from 10.30 a.m. to 4.30 p.m. He is at full stretch the whole time and has to be ready to prompt, supply data, facts, figures, and documents in response to the impetuous importuning of some leader marked 1,000 guineas; a proper remuneration would be £1 11s. 6d. per hour with a minimum of £3 3s. Little enough if a country solicitor has to attend trial in London, as London agents have been known to contribute to the gaiety of the proceedings by attending and taking an appropriate agency out of the fee allowed.

LANDLORD AND TENANT (NO. 2) BILL.

Your committee considered the Landlord and Tenant (No. 2) Bill, together with the report of The Law Society, and made sundry suggestions on technical points.

VOTE OF THANKS TO OFFICERS.

Before formally moving the adoption of the report I must thank the officers and committee, and especially Mr. L. S. Holmes, our hon. secretary, and Mr. G. A. Richards, his efficient assistant secretary, for the ever ready help and assistance they have given me during my term of office, thereby rendering my task an easy and happy one, and I tender them my sincere thanks. (Applause.)

The report and statement of accounts were then adopted.

CENTENARY OF PROVINCIAL LAW SOCIETIES.

In giving a full account of the Centenary Celebrations of the Liverpool Law Society, in our issue of the 8th October last, we stated that the Liverpool Law Society was one of the four societies in the country which had been privileged to celebrate their centenary, the other three being Birmingham in 1917, Gloucester in 1918, and The Law Society in 1925. We now find that there are two other Law Societies older than either, viz., the Devon and Exeter Law Association, established in the year 1808, and the Incorporated Law Society of Plymouth in the year 1815. We revert to the original statement as it is likely to be quoted in connexion with the centenary of other societies in the future.—

[ED., *Sol. J.*]

Plymouth Law Society.

The annual general meeting of the society was held at the Law Chambers, Princess-square, Plymouth, on Wednesday, the 23rd November, 1927, at 4 p.m., when the president (Mr. W. L. Munday) presided. The minutes of the last annual general meeting were read and confirmed. After the reception and adoption of the committee's report and of the hon.

treasurer's accounts Mr. Albert Gard was unanimously elected president for the ensuing year and thereupon took the chair. In his address to the meeting the newly elected president said "You will recollect that your president who has just retired, in opening his address at the last general annual meeting, stated: 'It has been suggested that in future, at every annual meeting, a few words should be said from the chair by way of retrospect over the past year and that a beginning of such a practice should be attempted to-day.' He, however, did not tell you that such innovation was suggested by an ex-president who had not long before preceded him, but did not himself attempt such innovation. The suggestion was tacitly acceded to by the members of the committee, and, as a result, we all enjoyed an admirable address from Mr. Munday. I trust, however, that to-day and in the future members will not lay too much emphasis on, or be too critical of, the president's address. It is just possible that had this been the practice in the past, many of my predecessors, who proved themselves to be admirable presidents, would have declined to have been nominated, and their services lost to the society. I can also conceive that there may be many here to-day who are, or will be, qualified in every way to preside over this society, who will be deterred from acting if too much is expected from them in the way of a formal address. Again, if the limitation 'by way of retrospect over the past year' is to be the basis—then future presidents will be handicapped according to whether the immediate or past year has been full or devoid of matters of interest. For my purposes I cannot find any legislation of the past year, or other matters of interest to refer to in an address: I therefore propose to develop, if possible, a point made by Mr. Munday last year: 'that the more completely the Law Society enrols the Profession in its membership, the more readily will its representations be listened to by Parliament and all others concerned'—from which I assume he meant that as a profession we should equip ourselves in the best possible way to do our share in administering the law. In my opinion enrolment by itself is not sufficient. Many of you will doubtless have read an address given within the last few months by The Hon. Mr. Justice McCardie, entitled "The Law, The Advocate, and The Judge" (THE SOLICITORS' JOURNAL, 25th June, 1927). After referring to the law in a broad outline, his Lordship stated: "The constant transformation of social, economic, and industrial circumstances is ever knocking at the gate of ancient formula." "The law must be reasonably certain, but it cannot stand still," and in dealing with the advocate, he stated: "the spirit amongst counsel is the spirit of generous emulation, and not the spirit of embittered and petty rivalry. The brotherhood of the Bar is, I venture to think, a notable and felicitous fact in our national life." I sometimes wonder how much of his outlook and method and how much the merit of his final conclusion a judge should attribute to the members of the Bar who practise before him. This aspect of judicial decisions (particularly on points of law) is one which may perhaps be underestimated. The point may be put into a single sentence. It is this: Sound arguments beget sound decisions. I venture to suggest that there are not any of us who would wish to dispute these opinions. Bearing in mind the important part that the brotherhood of one branch of the profession plays in administering the finest legal machine in the world, a question naturally arises whether it is not possible to improve the brotherhood that ought to exist amongst the members of our own branch of the profession, who form such an important part of this machine. The environment of the training and of the professional career of a member of the Bar is more conducive to bringing about a brotherhood than that of the training and the professional career of a member of our branch of the profession. How can we help to improve our opportunities in this direction? As I have said before, enrolment of this society will not be sufficient in itself. There must be more opportunities than there have been in the past for members to meet and exchange opinions. I venture to put forward a few suggestions, which, if carried out, might help, but the same are by no means intended to be exhaustive. These suggestions can perhaps for convenience be grouped under two headings, professional and social. On the professional side I suggest: (1) A more general recognition amongst us of the constant transformation of social, economic and industrial circumstances ever knocking at the gate of 'ancient formula.' (2) To cut out ruthlessly and discourage all non-essentials in our daily dealings with one another, to instance a few—futile and frivolous requisitions, and academic points arising in negotiations and litigation. (3) All local solicitors should be members of the three societies, viz., this society, The Law Society, and the Solicitors' Benevolent Association. (4) Members of this society might also take a more practical interest in the work of the Law Students' Society. (5) Every local solicitor, whether a member or not of this society, should recognise in some tangible way the university of the south-west, in the hope that a faculty of law might become established. On the social side I suggest: (1) The meeting of members at an annual dinner does not provide sufficient social intercourse. (2) Arrangements might be made for members of the society to meet at lunch periodically, say once a month or oftener. (3) A sports side, perhaps in conjunction with the members of the Law Students' Society, might be developed. Why not start a golfing society, and later, perhaps, cricket or other clubs? The 'Bar' have their Point-to-Point, Golfing Society, and other social clubs. Development on these or similar lines would, I feel sure, tend to foster a spirit of brotherhood and create *esprit de corps* amongst us." Mr. F. E. Bowden was elected vice-president for the ensuing year, and the other officers and committee were then elected as follows: hon. treasurer, Mr. O. Wilcocks (1900); hon. secretary, Mr. B. H. Whiteford (1899). Committee: Messrs. R. B. Johns (1886), J. P. Dobell (1887), W. L. Munday (1887), W. H. T. Dawe (1890), E. F. Anthony (1892), J. A. Pearce (1893), K. E. Peck (1900), S. C. Davis (1901), H. L. Spear (1904), P. Clapham (1919), E. Wilson (1920), and I. L. Scott (1923). Curator of library, Mr. H Pridham (1911). Auditors, Mr. R. Woollcombe (1899), Mr. H. J. H. Hawken (1911). Mr. E. Vosper (solicitor) was elected a member of the society. The meeting closed with a hearty vote of thanks to the retiring president (Mr. W. L. Munday) for his services during the past year.

Berks, Bucks and Oxfordshire Incorporated Law Society.

The annual general meeting of the Berks, Bucks and Oxfordshire Incorporated Law Society was held at the Caversham Bridge Hotel, Reading, at 2.30 p.m., on Thursday, the 15th inst. Present: Mr. Henry Jordan (vice-president) and Messrs. H. Torry Baines, H. R. Blaker, Ernest W. Brain, E. F. Churchill, F. J. Churchill, A. J. Clarke, R. P. Clarke, C. H. Dodd, E. Cecil Durant, J. M. Eldridge, C. S. Johnson, E. F. Kift, H. J. C. Neobard, R. E. Nott-Bower, J. P. D. R. Ormiston, R. S. Payne, J. Bruce Simmons, C. G. Thomas, F. J. Thorowgood, D. H. Witherington, and H. C. Dryland (secretary). In the absence of the president the chair was taken by the vice-president (Mr. Henry Jordan). The minutes of the last annual general meeting, held on the 23rd September, 1925, having been approved and signed, the treasurer's statement of the accounts of the society (which showed a balance in hand of £278 17s. 9d. cash and £303 17s. 1d. India 3 per cent. Stock) was next approved on the motion of Mr. C. H. Dodd, seconded by Mr. H. J. C. Neobard. The vice-president next submitted the report of the committee, which was adopted on the motion of Mr. A. J. Clarke, seconded by Mr. F. J. Churchill. The secretary then proposed, Mr. H. Torry Baines seconded, and it was unanimously resolved, that Mr. Henry Jordan, of Reading, be elected president for the ensuing year. Mr. J. C. B. Gamlen, of Oxford, was next proposed as vice-president by Mr. J. M. Eldridge, seconded by Mr. H. R. Blaker and was elected unanimously. Mr. Henry Jordan then proposed that Mr. H. C. Dryland, of Reading, be elected secretary and that for this year the offices of secretary and treasurer be again combined. The resolution was seconded by Mr. H. R. Blaker and was carried unanimously. On consideration, in accordance with notice, of the details of a proposed short form of contract adopting by reference the General Conditions of 1925, published by The Law Society, and the question of the desirability or otherwise of reprinting the Society's General Conditions of Sale, it was proposed by Mr. E. Cecil Durant, and seconded by Mr. C.H. Dodd, that both questions be left in the hands of the committee to decide. Mr. H. R. Blaker stated that The Law Society again had under consideration the question of the desirability or otherwise of publishing a short form of conditions, and added that he thought that the matter would probably be submitted again to the Associated Provincial Law Societies, but said that in his view the general feeling was against the publication of any short form of contract by The Law Society. Mr. J. Bruce Simmons expressed the view that it would be a great convenience to have a short form of contract adopting the General Conditions of 1925 by reference, and Mr. J. P. D. R. Ormiston also spoke to the same effect. The secretary handed to the members for inspection various short forms of contract adopting the General Conditions of 1925 by reference and published by other provincial law societies. He explained that in, at any rate, one case short forms of contract were published by a provincial law society on the terms that a print of the General Conditions of 1925 should be annexed to each part of any contract in which the General Conditions were incorporated, or, as an alternative, that a royalty of 9d. should be paid by members, or 1s. 6d. by non-members (acting for a vendor) to the provincial society in respect of each part of the

contract to which no print of the General Conditions of 1925 was annexed. Various members spoke in reply, the general view being that no fee should be payable in respect of the use of the General Conditions in cases where they were incorporated by reference only. Mr. C. H. Dodd suggested that if the loss of the profit on the sale of the General Conditions was likely to be a serious matter it would be better to make a small increase in the annual subscription than to ask members to pay 9d. each by way of royalty. The motion having been put to the meeting was carried *nem. con.* The meeting terminated with a vote of thanks to the outgoing president and the secretary, which was proposed by Mr. Henry Jordan, seconded by Mr. E. Cecil Durant, and carried unanimously.

Legal Notes and News.

Honours and Appointments.

The Board of Trade have appointed Mr. JOHN LONGFELLOW WILKINSON, Official Receiver in Bankruptcy for the Northampton District, to be Official Receiver for the Southampton Bankruptcy District as from the 1st January, 1928, on the promotion of Mr. Herbert Ashton; and Mr. ALFRED JOSEPH ROGERS, Assistant Official Receiver in the London (Suburban) District, to be Official Receiver for the Northampton Bankruptcy District, in succession to Mr. Wilkinson. Mr. PERCY LEMAN succeeds Mr. Rogers in the London (Suburban) Bankruptcy District.

The Bankruptcy District of the County Courts at Preston and Chorley, Blackburn, Blackpool and Burnley will be divided into two parts as from 1st January. Mr. HAROLD PARKER, who is at present Official Receiver for the District comprising the four courts, will retain the new District comprising the courts at Preston and Chorley, and Blackpool. Mr. JOHN WILLIAM CARTER will be Official Receiver of the District containing the courts at Blackburn and Burnley.

Mr. WILLIAM JAMES GILCHRIST (Stipendiary Magistrate), has been appointed to be a Puisne Judge of British Guiana, and Mr. JOSEPH ADOLPHE DUCLOS, C.M.G., Barrister-at-Law, to be of His Majesty's Counsel for the Colony of Mauritius.

Mr. A. W. BLAIR, Barrister-at-Law, has been appointed a Judge of the New Zealand Supreme Court in succession to Mr. Justice Stringer.

Mr. A. A. CROMIE, B.A., LL.B., Barrister-at-law, has becn appointed to be Junior Crown Counsel for Sierra Leone.

Professional Announcements.

Messrs. SUTTON, OMMANEY & OLIVER, solicitors, 304, Great Winchester Street, E.C.2, announce that they are changing their Paris offices from No. 25, Rue Tailbout to No. 20, Rue d'Agnesseau, as from the 1st January, 1928, and that the Paris business will be continued under the superintendence of the partner in Paris, Mr. Arthur Jukes Johnson, B.A. (Oxon.), L.S.C., barrister and solicitor of Ontario (Canada), Licencié en Droit of the University of Paris. Telephone: Elysées 56–34, 85–20, and 01–33. Cable: "Ommaney 123—Paris."

UNIQUE LEGAL CEREMONY.

A unique ceremony was enacted at Sydney (N.S.W.), recently, when Mr. Justice Kenreth Street was sworn as a member of the reconstituted Industrial Commission by his father, the Hon. Philip Whistler Street, Chief Justice of New South Wales. Mr. Justice Street is a native Australian of the fourth generation.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

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Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 12th January, 1928.

	Middle Price 28th Dec.	Interest Yield. £ s. d.	Yield with Redemption. £ s. d.
English Government Securities.			
Consols 4% 1957 or after	87¼	4 11 6	—
Consols 2½%	55¼	4 10 6	—
War Loan 5% 1929-47	101⅛	4 19 0	4 18 9
War Loan 4½% 1925-45	96¾	4 13 0	4 16 6
War Loan 4% (Tax free) 1929-42	101	3 19 0	3 19 6
Funding 4% Loan 1960-90	87¾	4 11 6	4 14 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94¼	4 5 6	4 7 0
Conversion 4½% Loan 1940-44	96¾	4 13 0	4 16 0
Conversion 3½% Loan 1961	76¾	4 11 6	—
Local Loans 3% Stock 1921 or after	64½	4 13 0	—
Bank Stock	256	4 13 0	—
India 4½% 1950-55	93	4 16 6	4 18 6
India 3½%	72	4 17 6	—
India 3%	62	4 16 6	—
Sudan 4½% 1939-73	95	4 15 0	4 17 0
Sudan 4% 1974	84	4 15 6	4 17 0
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years)	81	3 15 0	4 12 6
Colonial Securities.			
Canada 3% 1938	85	3 12 0	4 18 0
Cape of Good Hope 4% 1916-36	93	4 6 0	5 0 6
Cape of Good Hope 3½% 1929-49	80	4 7 0	5 0 0
Commonwealth of Australia 5% 1945-75	98	5 2 0	5 2 6
Gold Coast 4½% 1956	93	4 16 6	4 17 6
Jamaica 4½% 1941-71	92½	4 18 0	4 18 6
Natal 4% 1937	93	4 6 0	5 0 0
New South Wales 4½% 1935-45	90	5 0 0	5 7 0
New South Wales 5% 1945-65	98	5 2 0	5 3 6
New Zealand 4½% 1945	97	4 12 6	4 17 6
New Zealand 5% 1946	101¼	4 18 6	4 16 6
Queensland 5% 1940-60	99	5 1 0	5 3 0
South Africa 5% 1945-75	100	5 0 0	5 0 0
S. Australia 5% 1945-75	98	5 2 0	5 0 0
Tasmania 5% 1945-75	101½	4 18 6	5 0 0
Victoria 5% 1945-75	98	5 2 0	5 0 0
W. Australia 5% 1945-75	100	5 0 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	63	4 15 6	—
Birmingham 5% 1946-56	103	4 17 0	4 17 0
Cardiff 5% 1945-65	102	4 18 6	4 18 0
Croydon 3% 1940-60	68¼	4 8 6	5 0 0
Hull 3½% 1925-55	78	4 9 6	5 0 0
Liverpool 3½% redeemable at option of Corpn.	73	4 16 0	5 0 0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53½	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63½	4 15 6	—
Manchester 3% on or after 1941	63	4 14 6	—
Metropolitan Water Board 3% 'A' 1963-2003	64	4 14 0	4 17 0
Metropolitan Water Board 3% 'B' 1934-2003	65½	4 12 6	4 15 6
Middlesex C. C. 3½% 1927-47	83	4 5 0	4 17 0
Newcastle 3½% Irredeemable	72xd	4 16 6	—
Nottingham 3% Irredeemable	63	4 15 6	—
Stockton 5% 1946-66	103	4 17 0	4 19 0
Wolverhampton 5% 1946-56	101½	4 19 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	83½	4 16 0	—
Gt. Western Rly. 5% Rent Charge	102	4 18 0	—
Gt. Western Rly. 5% Preference	99	5 1 0	—
L. North Eastern Rly. 4% Debenture	79xd	5 1 0	—
L. North Eastern Rly. 4% Guaranteed	77	5 4 0	—
L. North Eastern Rly. 4% 1st Preference	70½	5 14 0	—
L. Mid. & Scot. Rly. 4% Debenture	80xd	5 0 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	80	5 0 0	—
L. Mid. & Scot. Rly. 4% Preference	70½	5 14 0	—
Southern Railway 4% Debenture	80xd	5 0 0	—
Southern Railway 5% Guaranteed	99	5 1 0	—
Southern Railway 5% Preference	92	5 9 0	—

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Total Funds invested in Reversions purchased or in Loans upon them: £1,700,000.
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ESTABLISHED IN THE CITY OF LONDON IN THE YEAR 1773.

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OF THE VALUE OF OVER THREE MILLIONS DEALT WITH IN 1927.

By Order of the War Department.

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SURPLUS WAR OFFICE PROPERTY,
forming excellent
FREEHOLD BUILDING LAND,
situated adjacent to
THE ARTILLERY BARRACKS, LONDON-ROAD,
HILSEA, PORTSMOUTH,
comprising
45½ ACRES.
Ripe for Immediate Development.
For SALE by PUBLIC AUCTION early in 1928.
Particulars and Plans in course of preparation.

IMMEDIATE OR EARLY POSSESSION.

Nos. 45, 46, 47,
FRIDAY-STREET,
As a whole or in two lots. Floor Space, 14,700 square feet.
Lifts and Sprinkler Installation.
PRICE £18,000.

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Substantial Warehouse Building.
Floor Space 6,000 square feet.
Long Lease at Moderate Ground Rent.

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Near LEADENHALL-STREET.
New Building in course of erection.
Available as a whole or in floors.
EVERY MODERN AMENITY.

ST. BRIDE-STREET.
Basement, Ground and Four Upper Floors.
Square 5,500 Feet.
RENT £850 PER ANNUM EXCLUSIVE.

LUDGATE-HILL,
(close to)
Two Showroom and Office Buildings.
LONG LEASE. PRICE £7,000.

QUEEN VICTORIA-STREET.
Handsome Showrooms on Ground and First Floors.
Area 4,200 square feet.
RENT £2,700 PER ANNUM EXCLUSIVE.

CITY-ROAD.
Ground Floor and Basement.
Area 3,500 square feet.
RENT £900 PER ANNUM INCLUSIVE.

ROSEBERY-AVENUE.
Corner Showroom and Warehouse Building.
Floor Space 3,000 square feet.
RENT £450 EXCLUSIVE.

COVENT GARDEN.
Modern Warehouse Building.
Area 5,000 square feet.
RENT £750 EXCLUSIVE.

GREAT PORTLAND-STREET.
Attractive Suite of Offices.

Floor.	Sq. ft.	Rent excl.
Second ..	2,000 ..	£500
Second ..	1,875 ..	£550
Third ..	2,000 ..	£400

MAYFAIR.
Residence Suitable for Conversion into Professional Offices.
RENT £400 PER ANNUM.
PREMIUM £3,500.

WHITEHALL.
Shop and Basement opposite Bus stop.
RENT £800 PER ANNUM EXCLUSIVE.

A Special Note for Investors.

SECURITY WITH INCREASE.

Next to the security of his capital, the judicious investor likes to know that the value of his investment is likely to appreciate, and is cautious to select only such securities as he thinks will prove sound and stable. His range of choice is limited; even what are generally termed "gilt-edge securities" fluctuate in value, and Government Stock may be at any moment affected by the provocation of any petty Foreign State or an error in some Home administration.

In property alone, if carefully selected and occupying a good and improving position, is a judicious investor likely to find a security of appreciating value; the owner of such can rest content in the confidence that his income or interest is secure, and that the value of his capital is increasing.

The pleasure derived from complete ownership of a property is not obtainable by the mere possession of bonds or shares; the command of control is that which we all like to enjoy.

Herring Son & Daw have numerous investments in first-class Freehold Properties affording excellent securities for both small and large amounts.

THE RESULTS OF OUR AUCTION SALES DURING 1927
have proved conclusively that
AUCTIONS SECURE THE BEST PRICES.
Herring, Son & Daw will be pleased to include City, West End and Provincial Properties in their Periodical Sales during 1928 at the London Auction Mart.
INCLUSIVE TERMS IN THE EVENT OF NON-SALE.

Instructions have already been received to offer the following Properties for Sale by PUBLIC AUCTION early in the New Year.

By Direction of Trustees.
A GILT-EDGED INVESTMENT.
VICTORIA.
A well-secured Improved Ground Rent of £170 per annum.
arising out of
BESSBOROUGH MANSIONS,
VAUXHALL BRIDGE-ROAD, S.W.

By Direction of Trustees.
WITH THE ADVANTAGE OF POSSESSION.
ST. JOHN'S WOOD.
A Freehold Residence in much-sought-after Situation,
being
7, ABBEY-ROAD, N.W.

By Order of Owner, who is residing abroad.
WITH POSSESSION OF THE WHOLE.
KENT.
A Compact and Freehold Residential Estate,
known as
TAWSDEN,
BRENCHLEY, NEAR TUNBRIDGE WELLS.

INVESTMENTS
Urgently required for the undermentioned:—

A TRUST FUND OF £150,000
FOR FREEHOLD GROUND RENTS
SECURED UPON PROPERTIES IN THE CITY OR WEST END.

A FUND OF £750,000
At the Disposal of a recently-formed Property Syndicate
FOR INVESTMENT IN FIRST-CLASS BUSINESS PREMISES, GOOD SHOP OR OFFICE BUILDINGS, OR HIGH-CLASS BLOCKS OF FLATS.

PROPERTY INVESTMENTS.

CANNON-STREET.
FREEHOLD GROUND RENT OF £515 PER ANNUM.
PRICE £18,000.

EASTCHEAP.
Office Building held on Long Lease.
PRODUCING £880 PER ANNUM.
PRICE £11,000.

PICCADILLY.
VALUABLE CORNER SHOP PREMISES.
PRICE £60,000.

EASTCHEAP.
Corporation Leasehold Building.
PRODUCING £2,800 PER ANNUM.
PRICE £43,000.

OXFORD-STREET.
Corporation Lease. Corner Property.
PRICE £26,000.

GOLDEN-LANE.
Freehold Business Premises.
Present Low Rentals
PRODUCE £3,077 PER ANNUM.
PRICE £57,500.

MINCING-LANE.
Corporation Leasehold Building.
PRODUCING £3,500 PER ANNUM.
PRICE £16,500.

NEW BOND-STREET.
FREEHOLD PROPERTY,
With Valuable Reversion in 16 Years.
PRICE £27,000.

TOWER-HILL.
FREEHOLD BUSINESS PREMISES
PRODUCING £200 PER ANNUM.
PRICE £2,400.

ALDERSGATE.
Freehold Showroom Building
PRODUCING £1,400 PER ANNUM.
PRICE £21,000.

REGENT-STREET.
FREEHOLD GROUND RENT OF £2,300 PER ANNUM
PRICE £51,000.

COVENT GARDEN.
Freehold Ground Rents
AMOUNTING TO £200 PER ANNUM.
PRICE £5,000.

WEST END OFFICES: 5, CURZON ST., MAYFAIR, W.1. **HERRING, SON & DAW,** Head Offices: **100c, Queen Victoria Street, E.C.4.** SUBURBAN OFFICES: 312, BRIXTON HILL, S.W.2.

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